

VOLUME IV
TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1964

No. 292

**THE ATLANTIC REFINING COMPANY,
PETITIONER,**

vs.

FEDERAL TRADE COMMISSION.

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

**PETITION FOR CERTIORARI FILED JULY 17, 1964
CERTIORARI GRANTED DECEMBER 14, 1964**

VOL. IV, pp. 2337 to 3281

In the
United States Court of Appeals
For the Seventh Circuit

No. 13340

THE ATLANTIC REFINING COMPANY,
Petitioner,

vs.

FEDERAL TRADE COMMISSION,
Respondent.

**Petition to Review and Set
Aside Order of the Fed-
eral Trade Commission.**

JOINT APPENDIX.

INDEX.

Summary of Proceedings Below.....	1
Amended Complaint	5
Answer of Atlantic to Complaint as Amended.....	13
Answer of Goodyear to Complaint as Amended.....	22
Order Sustaining Interlocutory Appeal.....	29
Motion of Atlantic re Issues and Evidence, etc.	31
Answer to Motion of Atlantic, etc.	34
Order Denying Motion, etc.	36
Order on Motion to Strike Evidence, etc.	38
Initial Decision	41
Opinion of the Commission.....	61
Final Order	131
Petition for Review.....	135

TRANSCRIPT OF PROCEEDINGS.

Admissions of Respondents.....	145
Documents marked for identification.....	149
Colloquy	151, 614, 1178, 2303
Stipulation re testimony.....	266
Stipulation re Atlantic testimony.....	296
Stipulation re Goodyear testimony.....	322
Data re three marketing areas.....	332
Stipulation re Goodyear testimony.....	392
Offer of Exhibits.....	477
Stipulation re Warren and Hunterdone Counties in New Jersey	2276
Stipulation re Gay testimony.....	2277
Statement of Crawford Bryant.....	2281

WITNESSES FOR THE COMMISSION.

Testimony of:

Adams, E. Scott.....	875
Adams, William E.	892
Balloran, Francis J.	645
Best, Rolland C.	1116
Blumenthal, David B.	209
Booz, Elmer H., Jr.	631
Brown, Richard	952
Chambers, John	163
Colby, William	745
Connell, Conrad	588
Dashper, Herbert L.	969
Drennan, Robert B.	802
Duboff, Myer	412
Galle, John	924
Govoruhk, Nicholas	1046
Ferguson, Richard	754
Franks, William Lee	664
Freland, Edgar D., Jr.	1148
Hawes, Harry Noble	935
Hayes, Sherman	740
Heald, Felix B.	677
Heller, Edward C.	378
Hill, George J., Jr.	367
Hinderscheid, W. F.	450, 565
Hoffman, Jack	197
Huether, Lewis A.	1149
Iacona, Aniello L.	514
Johnson, Charles H.	1014
Johnson, Tyler L.	617
Kelly, James R.	1054
Kernaghan, Thomas J.	545

Kevis, Douglas W.	215
Lang, Elmer	1128
Lanza, Michael Thomas	724
Lingenfelser, Frederick	811
Marabella, Joseph	690
Matthews, James	433, 481
McCandless, Robert H.	573
McIntyre, James L.	776
McMaster, Joseph B.	1054
Migan, John J.	1070
Myers, James M., Jr.	822
Norris, Oster	1065
Parag, James	984
Pollock, Isidore Jack	536
Sabó, Carl	845
Sander, Homer August	1174
Savage, Eugene	1076
Schöiner, Joseph	1151
Siewierski, James W.	2311
Stein, Morris	859
Sullivan, Thomas J., Jr.	900
Vick, John J.	553
Walker, George Stanley Drew	768
Wetzel, Glenn L.	224

WITNESSES FOR RESPONDENT.

Testimony of:

Buongiorne, Frank R.	1546
Carlson, Robert O.	1823
Cary, Reuben	2123
Colley, Dwight T.	2283
Connelly, Joseph M.	2089
Cooley, Russel, E.	1519
Detwiler, Charles K.	2018
Eckhardt, John A.	1347

Eckhardt, Tom	1355
Elko, Donald	1875
Elleni, Albert	1404
Foster, George F.	1396
Gaestel, Wilbur D.	1750
Gloth, Israel	1063
Godino, Alfred	1861
Grossman, Sam	1675
Hathaway, Holland M.	1190, 1414, 1491, 2327
Hayes, Thomas A., Jr.	2050
Jones, Thomas E.	1907
Klein, Robert	2075
Koehler, Fred	1335
Landis, Norman	1372
Leonard, William Henry	1252
Lott, Charles Henry	1708
Lozanski, Adam	1320
Luongo, Rudolph N.	1899
Mann, Isadore	1888
Mapes, August	1727
Marino, Joseph A.	1687
Maseyko, George Paul	1603
McCarthy, Harold F.	1979
McKaig, Charles G.	1229
Molinaro, Dominic, Jr.	2003
Mulholland, Richard G.	2234
Munch, Edward B.	1487
Provost, Robert C.	1868
Rhoades, O. Harris	2103
Ringenary, Edward	1845
Sartoff, Herman	1288
Shafer, Albert H.	2143
Snow, Edward L.	1996
Soukup, Albert J.	1308

Tavina, Nicholas V.	1383
Thomas, Richard D.	1501
Tydings, Gabriel	1270
Varnadore, J. W.	1193
Vayda, Albert J.	2072
Walsh, Charles A., Jr.	2184
Wash, Joseph J.	1655
Way, William L.	2083
Wright, Harry W., Jr.	1622
Wyckoff, Charles P.	1640
Zarella, George	1982
Stipulation re Goodyear 1952 Prices.....	2334

COMMISSION EXHIBITS.

1 A-C—Letter, January 19, 1948, from J. S. Parks to Goodyear, with attached sheets.....	2337
2—Letter, February 27, 1948, from S. A. Gaylord to J. S. Parks.....	2340
3—Letter, March 29, 1948, from J. S. Parks to S. A. Gaylord.....	2341
3 A—Letter, April 6, 1948, from S. A. Gaylord to J. S. Parks.....	2342
4—Letter, May 4, 1949, from S. A. Gaylord to S. J. Heideman.....	2343
5—Goodyear inter-office memorandum, August 29, 1949, from S. A. Gaylord to J. E. Mayl, et al..	2345
6—Letter, May 23, 1950, from S. J. Heideman to Sam Gaylord	2347
7—Letter, May 23, 1950, from S. J. Heideman to E. R. Cox, Jr., et al.	2349
8—Letter, May 25, 1950, from S. A. Gaylord to S. J. Heideman	2350

9—Document, undated and unsigned, commencing “Here, then, are the important reasons for the company’s preference for the Goodyear pro- gram:”	2351
Document, undated and unsigned, with heading “Conference of Atlantic and Goodyear Per- sonnel in Connection with The Introduction of The Goodyear Commission Plan”	2355
11—Document, undated and unsigned, with head- ing “Goodyear—Atlantic Program Experi- mental”	2357
12—Letter, June 12, 1950, from A. R. Sanborn to Atlantic Dealers and Atlantic Petroleum Dis- tributors	2359
13—Letter Agreement, June 1, 1950, from Goodyear to Atlantic, with Exhibit A attached	2360
14—Letter, July 5, 1950, from S. A. Gaylord to S. J. Heideman	2365
15—Memorandum, August 2, 1950, from S. A. Gay- lord to L. W. Baker	2366
16—Letter Agreement, April 3, 1951, from D. T. Colley to Victor Holt, Jr.	2368
17—Letter, June 16, 1950, from S. A. Gaylord to S. J. Heideman	2370
18—Memorandum, July 25, 1950, from J. W. Basista to S. A. Gaylord	2372
19—Letter, November 2, 1950, from S. A. Gaylord to S. J. Heideman	2374
20—Letter, June 29, 1950, from S. A. Gaylord to S. J. Heideman	2375
21—Letter, July 10, 1950, from S. J. Heideman to S. A. Gaylord	2377

- 22—Letter, January 23, 1951, from J. W. Basista to S. J. Heideman.....2378
- 23—Undated memorandum by S. A. Gaylord with heading "Oil Company Sales Material 1950 Advance Information—Details to Follow"....2379
- 24—Goodyear confidential intra-company memorandum, undated, from S. A. Gaylord to seven District Managers2381
- 25—Document, undated and unsigned, with heading "Proposed Outline of Meeting Atlantic-Good-year Sales Organization Meeting".....2391
- 26—Document, undated and unsigned, with heading "Suggested Atlantic-Goodyear Introductory Dealer Meeting".....2392
- 27—Document, undated and unsigned, with heading "Goodyear District Manager Presentation (Atlantic Dealer Meeting) Outline".....2393
- 28—Document, undated and unsigned, with heading "The Atlantic Refining Company Sales Personnel Territory Assigned to Goodyear".....2394
- 29—Document, undated and unsigned, addressed to Atlantic dealers and Atlantic, Petroleum Distributors with heading "(Sample of Atlantic Letter to Dealers, Etc.)".....2397
- 30—Document, undated and unsigned, with heading "Atlantic-Goodyear Sales Organization Meeting Props and Meeting Materials".....2398
- 31—Document, undated and unsigned, with heading "Goodyear Introductory Package for Atlantic Dealers"2399
- 33—Memorandum, March 12, 1951, from G. L. Wright to District Operating Managers.....2400

34 A-D—Memorandum, March 12, 1951, from H. E. Ammerman to H. F. Aul, et al., with attachments	2402
35—Letter, May 1, 1951, from S. A. Gaylord to S. J. Heideman	2406
36—Letter, May 7, 1951, from W. C. Hoffman to S. A. Gaylord	2407
37—Letter, May 28, 1951, from S. J. Heideman to S. A. Gaylord	2408
38—Letter, June 1, 1951, from S. A. Gaylord to S. J. Heideman	2409
39—Document, March 1, 1951, unsigned, with heading "Plan for Handling Adjustments for Atlantic Dealers on Exide Batteries to be Replaced with Firestone Batteries"	2410
40 A-B—Letter, February 9, 1951, from S. J. Heideman to J. E. Mayl, with enclosure	2412
41 A—Goodyear Form G-1209, with descriptive note	2415
44 E—Goodyear Form B-61 (11-54), Associate Dealer Agreement	2416
44 F—Goodyear Form G-110 (1-51), Service Station Agreement	2417
44 G—Goodyear Form G-110 (5-56), Service Station Agreement	2418
46 A—Memorandum, March 7, 1951, from S. A. Gaylord to J. E. Mayl	2419
47 A-B—Letter, April 26, 1951, from J. P. Miller to R. S. Zinn, et al.	2421
47 C-D—Goodyear Sales Department Instructions, May 31, 1951	2424
47 E—Form of Lee-Atlantic Tire Guaranty, with date 9/30/50	2427

48 A-F—Transmittal note from W. C. Hoffman to S. A. Gaylord, with four pages numbered 2-5 dated June 29, 1951, designated as Goodyear T. B. A. Bulletin #22 and page with heading "The Atlantic Refining Company Progress Through June 25, 1951".....	2429
49—Letter, July 31, 1951, from S. J. Heideman to S. A. Gaylord.....	2436
50—Letter, August 6, 1951, from S. A. Gaylord to S. J. Heideman.....	2437
51—Letter, August 7, 1951, from J. W. O'Neill to S. J. Heideman.....	2439
51 A—Goodyear Form A98101L, "Request for Identification Field Service".....	2441
52—Goodyear Tabulation, "Summary of Sales and Commissions Covered by the Sales Commission Plan Atlantic Refining Company".....	2443
54—Goodyear Tabulation, "Dollar Volume of Sales to Atlantic Accounts Upon Which Commissions Were Paid, and the Amounts of Such Commissions, 1951, 1952 and the First Six Months of 1953"	2444
56—Memorandum, August 3, 1951, from F. W. McConky, Jr. to S. A. Gaylord.....	2444
56 A—Memorandum August 2, 1951, from E. C. Sauter to F. W. McConky, Jr.	2445
57—Letter, August 9, 1951, from S. A. Gaylord to S. J. Heideman.....	2446
58—Letter, August 14, 1951, from S. J. Heideman to S. A. Gaylord.....	2447
80 U—Map entitled "Goodyear Regions & Districts".....	2449

84 A-C—Description of Atlantic's Domestic Marketing Regions and Customer Classifications, August 21, 1952.....	2451
85 A-B—Atlantic Lease Form, B/3191, 6/49.....	2454
86 A-B—Atlantic Lease Form, B/3191, 4-52.....	2458
87—Atlantic Form B-3191B, 4-52, Atlantic Franchise Agreement	2463
88—Atlantic Form B-3191-A, 12/48, "Equipment and Apparatus Inventory—Class 2 Station".....	2466
88 A1-2—Atlantic Form B-3191, 7/56, Dealer Lease	2466
88 A-3—Atlantic Form B-3191-D, 7/56, Attachment to Lease Form B-3191.....	2472
88 B—Mimeographed Atlantic Form beginning "When you lease an Atlantic service station * * * ".....	2473
88 C—Atlantic Form B-3191-A, 10/54 "Equipment and Apparatus Inventory, Class 2 Station".....	2474
88 D—Atlantic Form B-3105, 8/53, Atlantic Agreement for Purchase of Automobile Lubricants.....	2475
88 E1-2—Atlantic Lease Form B-3191Y, 5/55.....	2477
89—Atlantic Form B-3194, 10/50, Atlantic Credit Card Agreement.....	2483
89 A—Atlantic Form B-3194, 2/53, Atlantic Credit Card Agreement.....	2484
90 A-B—Atlantic Form B-3107A, 11/50, Atlantic Equipment Loan Agreement.....	2486
90 C-D—Atlantic Form B-3107A, 7/55, "Bailment Agreement"	2491
91—Atlantic Form B-3105, 10/50, Atlantic Agreement for Purchase of Automotive Lubricants.....	2496
92 A-B—Atlantic Form B-3121, 2/51, Atlantic Agreement for Purchase of Automotive Lubricants.....	2498
93—Atlantic Form of "Commission Agreement"....	2502

94 A-D—Atlantic Form of "Commission Dealer Agreement"	2505
95 A-C—Atlantic Form B-3143, 4/52, "Authorized Distributor's Agreement"	2509
95 D-F—Atlantic Form B-3143, 8/54, "Authorized Distributor's Agreement"	2515
96—Atlantic Form B-3119, 10/50, "Authorized Distributor's Agreement"	2521
96 A—Atlantic Form B-3119, 11/53, "Authorized Distributor's Agreement"	2524
97—Atlantic Form B-42, 6/50, "Loaned Equipment Contract"	2527
97 A—Atlantic Form B-42, 8/53, "Loaned Equipment Contract"	2529
98 A-G—Atlantic Form of Distributor Contract	2531
98 H-L—Document Form of "Atlantic Commission Distributor Consignment Agreement", with rider	2537
98 M-Q—Atlantic Form of "Commission Agent Consignment Agreement", with rider	2543
98 R-T—Atlantic Form B-3137 J. L. 1M, 11/46, "Bulk Sales Agreement"	2548
98 U-V—Atlantic Form B-3188, 7/56, "Contract Sales Agreement Trained Dealers"	2553
98 W-X—Atlantic Form entitled "Contract Sales Agreement"	2556
99—Letter, January 19, 1948, from J. S. Parks to Goodyear, et al.	2559
100 A-B-C—Memorandum, August 24, 1948, prepared by S. J. Heideman	2560
101 A-Z 20—Document dated May 1949, entitled "T. B. A. Study"	2565
101 Z 21-Z 27—Document entitled "Gasoline Dealer Survey Classification Data"	2591

- 102 A-D—Memorandum, August 22, 1949, from K. M. Ford to T. E. Kelly with attachments.....2601
- 103 Letter, January 10, 1950, from F. E. Neall to G. V. Ostrander.....2607
- 104 A-C—Copy of Letter Agreement, March 30, 1950, from Firestone to Atlantic.....2609
- 105 A-C—Letter Agreement, January 12, 1954 from Firestone to Atlantic.....2612
- 106 A-B—Letter Agreement, April 20, 1951, from Atlantic to Firestone.....2616
- 107—Inter-office Memorandum, February 27, 1950, from F. M. Neall to D. T. Colley.....2618
- 108 A-J—Document, March 17, 1950, unsigned, entitled “Presentation to Atlantic Personnel in Connection with the Introduction of the Firestone Commission Plan”.....2619
- 109 A-I—Document undated prepared by S. J. Heide-
man entitled “Report on Meeting for the Dis-
cussion of the Firestone Commission Plan”...2633
- 110—Letter, March 21, 1950, unsigned, to G. H. Milli-
gan2645
- 111—Letter, April 11, 1950, unsigned, to W. J. Griffiths.2646
- 112—Document, April 20, 1950, unsigned, entitled
“Plan for Handling Adjustments for Atlantic
Dealers on Lee Tires to be Replaced with Fire-
stone Tires”.....2647
- 113—Document, April 20, 1950, unsigned, entitled
“Plan for Handling Adjustments for Atlantic
Dealers on Exide Batteries to be Replaced by
Firestone Batteries”.....2648
- 114 A-D—Document, May 11, 1950, prepared by G. H.
Milligan entitled “TBA-Firestone Commission
Plan District Office Accounting Procedure....2650

115—Document, July 3, 1950, unsigned, entitled "TBA-Firestone Commission Plan District Office Accounting Procedure".....	2656
116 A-B—Letter with enclosure, September 29, 1950, from G. M. Elliot to S. J. Heideman.....	2657
117—Document undated and unsigned, entitled "Firestone Commission Plan Check List".....	2658
118 A-B—Letter, March 13, 1950, unsigned, to Messrs. B. M. Boor, J. O. Estlow and W. J. Griffiths..	2660
119 A-B—Letter, March 17, 1950, from S. J. Heideman to D. T. Colley.....	2662
120—Letter, July 26, 1950, unsigned, to Messrs. B. M. Boor and W. J. Griffiths.....	2664
121 A-D—Unsigned Letter Agreement, July 10, 1950 from Goodyear to Atlantic with attachment..	2665
123—Letter, November 8, 1950, from S. J. Heideman to S. A. Gaylord.....	2670
124—Letter, November 29, 1950, from S. A. Gaylord to S. J. Heideman.....	2671
125—Letter, December 14, 1950, from S. J. Heideman to S. A. Gaylord.....	2672
126 C—Letter Agreement, July 7, 1954, from Atlantic to Goodyear.....	2673
126 D—Letter Agreement, September 15, 1954, from Atlantic to Goodyear.....	2674
127 A-H—Documents dated May 31, 1950 with heading, "Atlantic Refining Company-Sales Commission".....	2675
128 A-B—Unsigned letter, May 10, 1950, to F. M. Neall.....	2688
129—Atlantic inter-office letter, May 17, 1950, from F. M. Neall to D. T. Colley.....	2690

xiv

130 A-G—Memorandum, June 16, 1950, from S. J. Heideman to Accounting with three attached memoranda	2691
131—Atlantic inter-office letter, July 26, 1950, from T. B. A. Section to W. J. Jackson.....	2698
132—Atlantic inter-office letter, August 2, 1950, from R. Borden to B. M. Boor, et al.	2699
133—Atlantic inter-office letter, June 12, 1950, from E. D. Walter to all, Sales Personnel, Philadelphia and New Jersey Region.....	2700
134—Undated Atlantic document beginning: "Recently you have been introduced to a new plan for marketing of Tires, * * *".....	2703
135 A-B-C—Document undated and unsigned entitled "Commission Plan".....	2705
136 A-E—Atlantic inter-office letter, March 21, 1951, from S. J. Heideman to D. T. Colley with attachment	2709
137 A-E—Document entitled "Duties of the Dealer Salesman"	2715
138—Unsigned memorandum, June 25, 1951, to F. M. Neall	2721
139 A-B—Excerpt from Memorandum, January 15, 1952, to Dr. A. B. Hersberger:	2722
140—Letter, May 3, 1951, from M. G. Davis to S. J. Heideman	2725
140 A—Atlantic Form B-139, 10/51, Dealers' Credit Card Sales Slips.....	2727
141—Letter, May 10, 1951, from W. C. Hoffman to M. G. Davis.....	2729
142—Letter, June 20, 1951, from M. G. Davis to W. C. Hoffman	2730

143—Letter, July 9, 1951, to William Stockton.....	2731
144—Atlantic inter-office letter, November 13, 1951, from W. Stockton to S. J. Heideman.....	2732
145—Atlantic inter-office letter, June 18, 1952, from S. J. Heideman to William Stockton.....	2733
145 A-D—Memorandum, February 11, 1952, from R. M. Taitt to William Stockton with attach- ment	2734
146 A-B—Document entitled "Staff meeting held '7/14/52'"	2737
147—Document entitled "The Atlantic Refining Com- pany Annual Report for the Year Ending De- cember 31, 1951, dated March 12, 1952, pp. 12-13".....	2739
148—Unsigned Atlantic inter-office letter, February 27, 1951, to E. R. Cox, Jr.	2740
149—Atlantic form letter, March 1, 1951, entitled "T. B. A. Program".....	2741
150—Atlantic form letter, March 1, 1951, entitled "A Statement of Atlantic's T. B. A. Policy"....	2742
151—Letter, March 26, 1951, from R. M. Taitt to C. Connell.....	2743
153 A-B—Memorandum, April 5, 1951, from R. M. Taitt to Noble Hall.....	2744
154—Letter, January 18, 1951, from R. W. Reed to S. M. Neall, et al.	2746
155 A-H—Document entitled "1951 Sales Plan New York Region Basis".....	2747
155 I—Document entitled "1951 Sales Plan New York Region—Appendix C".....	2753
155 J-K—Document entitled "1951 Sales Plan—Re- port of Progress—Appendix D".....	2754
155 L—Document entitled "Appendix E".....	2756

155 M—Document entitled "Summary of Results"...	2757
156—Document dated January 5, 1951 entitled "Station Modelization Policy".....	2758
157—Unsigned letter, February 21, 1951, to G. V. Ostrander	2759
158—Atlantic inter-office memorandum, January 26, 1951, from T. E. Estlow to S. J. Heideman...	2760
159—Letter, March 28, 1951, from S. J. Heideman to S. A. Gaylord.....	2762
160 A-P—Letter, June 5, 1951, from W. J. Jackson to W. C. Hoffman, with attachments.....	2763
—Document entitled "Goodyear Associate Dealers—New Jersey".....	2778
161—Unsigned letter, July 30, 1951, to W. J. Jackson.....	2787
161 A-B—Document bearing two columns headed "Location" and "Reason".....	2788
162—Atlantic inter-office memorandum, August 20, 1951, from W. J. Jackson to F. C. Bowman...	2790
163—Letter, August 21, 1951, from S. J. Heideman to S. A. Gaylord.....	2791
164—Letter, August 24, 1951, from J. W. Basista to S. J. Heideman.....	2793
165—Letter, August 29, 1951, from J. W. O'Neill to S. J. Heideman.....	2794
165 A—Letter, August 28, 1951, from A. P. DeWolf to J. O'Neill.....	2795
166—Letter, October 11, 1951, from J. W. O'Neill to S. J. Heideman.....	2797
167—Letter, October 15, 1951, from J. W. O'Neill to S. J. Heideman.....	2798
167 A-M—Handwritten document entitled "Refusals"	2799

168—Atlantic intra-company letter, October 17, 1951, from W. C. Hoffman to L. K. Maisel.....	2810
169—Atlantic intra-company letter, October 17, 1951, from W. C. Hoffman to M. G. Davis.....	2811
170 A-F—Atlantic inter-office letter, October 24, 1951, from W. C. Hoffman to W. J. Jackson, with attachment	2812
171 A-D—Atlantic intra-company letter, October 24, 1951, from W. C. Hoffman to M. G. Davis, with attachment	2820
172 A-B—Atlantic intra-company letter, October 24, 1951, from W. C. Hoffman to L. K. Maisel, with attachment	2825
173—Atlantic intra-company letter, July 17, 1951, from W. C. Hoffman to M. G. Davis.....	2827
173 A-E—Memorandum from S. J. Heideman to J. O. Estlow, et al., June 1, 1951, with attachment..	2827
174—Atlantic intra-company letter, September 7, 1951, from M. G. Davis to S. J. Heideman.....	2834
175—Atlantic intra-company letter, July 19, 1951, from L. K. Maisel to S. J. Heideman.....	2835
176—Atlantic document signed S. J. Heideman, April 25, 1952, with heading "Goodyear T. B. A. Bul- leton #17".....	2836
177—Letter, August 20, 1951, from S. A. Gaylord to S. J. Heideman.....	2837
178—Letter, August 24, 1951, from W. C. Hoffman to S. A. Gaylord.....	2838
179 A-I—Document entitled "Goodyear Program— Minutes—Goodyear T. B. A. Coordinators' Meeting October 12, 1951, Syracuse, N. Y."..	2839
179 J—Form entitled "Atlantic-Goodyear Accounts".....	2854
179 K—Document beginning "Petroleum Representa- tive—(Review and Recommendation).".....	2854

180—Atlantic intra-company letter, May 13, 1952, from L. E. Card to S. J. Heideman.....	2856
181—Letter, May 19, 1952, from W. C. Hoffman to J. W. O'Neill.....	2857
182—Letter, May 29, 1952, from J. W. O'Neill to W. C. Hoffman	2858
183—Document entitled "Internal Correspondence", dated May 1, 1952, from W. J. Butler to S. J. Heideman	2859
184—Document entitled "Distribution Flow Chart on Commission Plan Tires, Tubes & Batteries".....	2861
185—Document, April 25, 1952, prepared by S. J. Heideman entitled "Firestone-TBA Bulletin No. 17"	2863
186—Letter, July 18, 1952, from G. M. Elliot to S. J. Heideman	2864
187—Letter, September 3, 1952, from J. O. Long to Messrs. W. L. Schmidt, E. E. Sickels and Fred Wanders	2865
188—Letter, April 19, 1950, from G. V. Ostrander to D. T. Colley.....	2866
189—Letter, May 18, 1950, from M. G. Davis to S. J. Heideman	2868
190—Letter, June 8, 1950, unsigned, to H. E. Powell.....	2869
193—Handwritten chart entitled "Atlantic T. B. A. Marketing 1949 Through 1951".....	2871
194—Document undated and unsigned, entitled "The Atlantic Refining Company—Summary" (Fire- stone TBA Sales, Erie and Wilmington Dis- tricts, April and May 1950).....	2872
195 A-B-C—Letter with enclosures, June 2, 1950, from G. M. Elliot to Leon Serven.....	2873
196 A-B—Letter with enclosure, June 6, 1950, from G. M. Elliot to S. J. Heideman.....	2875

197 A-B—Letter with enclosure, June 23, 1950, from S. J. Heideman to J. A. Addison.....	2876
198 A—Tabulation entitled "Final T. B. A. Sales— June, 1950".....	2879
198 B—Tabulation entitled "Sales Comparison— Month of June 1950 vs. 1949".....	2881
199 A—Tabulation entitled "Final T. B. A. Sales— July, 1950".....	2883
199 B—Tabulation entitled "Sales Comparison— Month of July 1950 vs. 1949".....	2885
200 A—Tabulation entitled "Final T. B. A. Sales— August 1950".....	2887
200 B—Tabulation entitled "Sales Comparison— Month of August 1950 vs. 1949".....	2889
201 A—Tabulation entitled "Final T. B. A. Sales— September 1950".....	2891
201 B—Tabulation entitled "Sales Comparison— Month of September 1950 vs 1949".....	2893
202—Tabulation entitled "Final T. B. A. Sales— October 1950".....	2895
203 A—Tabulation entitled "Final T. B. A. Sales— November 1950".....	2896
203 B—Tabulation entitled "Sales Comparison— Month of November 1950 vs. 1949".....	2897
203 C—Tabulation entitled "Dollars Per Thousand Gallons of Gasoline Class 2 Dealers Cumulative July through November 1950".....	2898
204 A—Tabulation entitled "Final T. B. A. Sales— December 1950".....	2899
204 B—Tabulation entitled "Sales Comparison— Month of December 1950 vs. 1949".....	2901
204 C—Tabulation entitled "Dollars Per Thousand Gallons of Gasoline Class 2 Dealers Cumulative July through December 1950".....	2902

XX

205—Document unsigned and undated, entitled "The Atlantic Refining Company—Summary" (Firestone TBA sales, Erie and Wilmington Districts; November and December 1950).....	2903
206—Letter, August 28, 1952, from D. T. Colley.....	2904
207—Letter June 24, 1955, from J. O. Estlow to all Atlantic dealers.....	2905
208—Document entitled "The Atlantic Refining Company—Progress Through March 21, 1951"....	2907
209—Document entitled "The Atlantic Refining Company—Progress Through May 28, 1951".....	2907
210—Document entitled "The Atlantic Refining Company—Progress Through August 20, 1951"....	2908
211—Document entitled "Atlantic Progress Report", October 29, 1951.....	2909
212—Document entitled "Atlantic Progress Report", December 24, 1951.....	2910
213 A-F—Letter with enclosures, May 14, 1951, from G. M. Elliot to Leon Serven.....	2911
214 A—Document, April 19, 1951, unsigned, entitled "The Atlantic Refining Company Progress through 4/14/51".....	2917
214 B—Document, April 19, 1951, unsigned, entitled "The Atlantic Refining Company Eastern Pennsylvania Region Progress Through 4/14/51"	2918
214 C—Document, April 19, 1951, unsigned, entitled "The Atlantic Refining Company Western Pennsylvania Region Progress Through 4/14/51"	2919
214 D—Document, April 19, 1951, unsigned, entitled "The Atlantic Refining Company Southern Region Progress Through 4/14/51".....	2920

214 E—Document undated. and unsigned, entitled “The Atlantic Refining Company—Summary” (Firestone TBA Sales for fiscal year 1951).....	2921
214 F—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA Sales, November and Decem- ber 1951).....	2922
215 A-B—Atlantic Credit Card—1950.....	2923
216 A-B—Atlantic Credit Card—1951.....	2924
217 A-B—Atlantic Credit Card—1952.....	2925
218 A-B—Atlantic Credit Card—1953.....	2926
219 A-B—Atlantic Credit Card—1954.....	2927
220 A-B—Atlantic Credit Card—1955.....	2928
221 A-B—Atlantic Credit Card—1956.....	2929
222—Document entitled “Credit Card Guide—Atlan- tic” (960R-10M-6-50).....	2930
223—Document entitled “Credit Card Guide—Atlan- tic” (1028-14M-1-51).....	2931
226 A—Letter, July 7, 1950, from Paul Castleberry, Jr. to Atlantic with attachments.....	2932
227 A—Letter, August 18, 1950, from Assistant Con- troller, Atlantic to Goodyear.....	2934
247 B—Booklet entitled “Goodyear T. B. A. Plan”... .	2935
250—Letter, November 2, 1955, from The Atlantic Refining Company to Norris A. Stein.....	2963
251—Letter, February 7, 1956, from The Atlantic Refining Company to Alfred R. Trivits.....	2964
252—Letter, December 21, 1956, from The Atlantic Refining Company to William A. White, Sr....	2965
253—Letter, May 2, 1955, from H. M. Hathaway to Messrs. Abraham Berman and Morton Shor....	2967
254 A—Letter, December 8, 1953, from J. G. Burns to Michael J. Clifford.....	2968

254 B—Letter, January 4, 1954, from The Atlantic Refining Company to Michael J. Clifford.....	2969
255—Letter, October 13, 1954, from A. R. Sanborn to G. B. Gason-Niebling.....	2970
256 A—Letter, September 20, 1954, from Leslie Geer to Albert J. Hoffman.....	2971
256 B—Letter, September 30, 1954, from Stanley W. Bradley to Atlantic.....	2972
256 C—Atlantic Form B-765, 11/53, "Mutual Consent of Cancellation".....	2973
257 A—Letter, November 12, 1953, Atlantic to Aniello L. Iacona.....	2974
257 B—Letter, November 19, 1953, from Francis J. Catania to Atlantic.....	2975
257 C—Letter, November 25, 1953, from Atlantic Legal Department to Francis J. Catania.....	2976
258 A—Letter, May 22, 1956, from Leslie Geer to Thomas J. Policastro.....	2977
258 B—Letter, June 4, 1956, from Leslie W. Geer to Thomas J. Policastro.....	2979
259—Letter, July 5, 1956, from Atlantic to A. Bennett	2980
260—Letter, July 13, 1956, from Atlantic to R. L. Bisson	2981
261—Letter, October 21, 1955, from Atlantic to Charles Davis	2982
262—Letter, April 1, 1954, from W. F. van Haagen to Herman DeFelicè.....	2983
263—Letter, February 21, 1956, from Atlantic to Leo F. DiMaio.....	2984
264—Letter, January 12, 1956, from Atlantic to Howard F. Hambly.....	2985
265—Letter, April 1, 1954, from W. F. van Haagen to Lawrence E. Noel.....	2986

266—Letter, July 27, 1956, from R. P. Eldridge to J. B. Onelette.....	2987
267—Letter, February 21, 1956, from Atlantic to Joseph S. Smith.....	2988
268 A—Letter, 5 November 1954, from Atlantic to Joseph D. Greco.....	2989
268 B—Letter, November 10, 1954, Greco to Atlantic Refining Company.....	2990
269—Letter, January 5, 1955, from W. J. McCambridge, Jr., to Duane Olthof.....	2991
270 A—Letter, 11 January 1955, from G. V. Ostrander to Messrs. Walter F. Pawloski and Matthew W. Kowalski.....	2992
270 B—Letter, 19 November 1954, from John S. Wall to Walter F. Pawloski and Matthew W. Kowalski	2993
271—Letter, 30 June 1954, from J. S. Wall to Kenneth S. Shaw.....	2995
272—Letter, 30 August 1954, from G. V. Ostrander to Joseph A. Stocco.....	2996
274—Letter, October 14, 1954, from A. P. Sanborn to John Chambers.....	2997
277—Letter, June 16, 1950, from W. F. Hinderscheid to S. J. Heideman.....	2997
278—Document, 3/7/51, entitled "Monthly Sales to Atlantic Refining Accounts in Newark District", from D. R. McAvoy to Mr. Hinderscheid, et al.	2999
279 A-D—Memorandum from H. K. Paxson to Mr. Hinderscheid, et al., with attachments.....	3000
280—Memorandum, February 16, 1951, from A. A. Garthwaite to Messrs. Brasaemle, et al.	3004
281 A-B—Document entitled "Sales Meeting February 19, 1951".....	3006

xxiv

282 A-B—Letter, February 20, 1951, from W. F. Hinderscheid to all Atlantic dealers, with enclosed business reply card.....	3008
283 A-C—Letter, February 21, 1951, from A. G. P. Segur to Lee branch offices, with attachment..	3011
284 A-B—Memorandum, February 26, 1951, from H. L. Pettingell to S. C. Iringer, et al.	3015
285—Letter, March 5, 1951, from E. W. McCreary to E. M. Fiffiek, et al.	3018
286 A-B—Letter, March 5, 1951, from A. G. P. Segur to Regional Sales Managers and Branch Managers, with attachment.....	3019
287—Memorandum, March 16, 1951, from E. W. McCreery to J. A. Simpson, et al.	3022
288 A-D—Memorandum, August 3, 1951, from W. S. Hinderscheid to Regional Managers and Branch Managers, with attachments.....	3023
288 E—Memorandum, July 25, 1951, from E. W. McCreery to W. F. Hinderscheid.....	3028
289—Memorandum, August 6, 1951, from W. S. Hinderscheid to Regional Managers and Branch Managers	3030
290 A-I—Memorandum, August 6, 1951, with attachments	3031
291 A-C—Memorandum, October 23, 1951, from H. K. Paxson to Mr. Hinderscheid, et al., with attachments	3041
292 A-C—Memorandum, November 28, 1951, from H. K. Paxson to Mr. Hinderscheid, et al., with attachments	3044
293 A—Letter, August 14, 1952, from E. W. M. to B. M. Boor.....	3047

293 B—Memorandum, August 12, 1952 unsigned, to E. W. McCreery.....	3048
293 C—Letter, October 3, 1952, from E. W. McCreery to B. M. Boor.....	3049
293 D—Letter, October 7, 1952, unsigned, to E. W. McCreery	3050
294 A-B—Document entitled "Federal Trade Com- mission, Washington, D. C.", Statement of James B. Matthews.....	3051
295—Document entitled "Branches as of January 1, 1950"	3053
296—Document entitled "Lee Branches Set Up in Atlantic Refining Company Marketing Area Subsequent to January 1, 1950".....	3053
297 A-B—Document entitled "Names and Positions of Lee Personnel Referred to in Items 1 to 19, Inclusive"	3054
298—Letter, June 15, 1950, from S. J. Heideman to C. Connell.....	3056
300 A-B—Memorandum, 12-14-50, from E. E. Steven- son to A. D. DeMott.....	3057
301—Letter, December 15, 1950, from J. S. Parks to The Electric Storage Battery Co.	3060
302—Letter, December 22, 1950, from C. Connell to J. S. Parks.....	3061
303—Memorandum, 1-4-51, from C. Connell to R. L. Sommerville	3062
304—Letter, February 5, 1951, from S. J. Heideman to C. Connell.....	3063
305 A-B—Memorandum, 2-14-51, from C. Connell to B. Whitehurst.....	3064
306 A-B—Excerpt from Memorandum, 2-22-51, from C. Connell to R. Whitehurst.....	3066

307—Letter, February 23, 1951, from J. S. Parks to The Electric Storage Battery Co.	3069
308—Letter, March 7, 1951, from C. Connell to J. S. Parks	3071
309—The Electric Storage Battery Co. inter-office memorandum, 3-13-51, from C. Connell.	3072
310—Memorandum, 8/16/51, from R. L. Sommerville to C. Connell.	3073
311—Memorandum, 10/3/51, from C. Connell to R. L. Sommerville.	3075
314 A—Letter, June 26, 1957, from William P. Cairo to James S. Kelaher.	3077
314 C—Document entitled "Exide Wholesale Distrib- utors by States and Cities July 15, 1951"	3079
315 A-B—Letter, December 14, 1955, from Francis J. Ballaron to Dwight T. Colley.	3087
317 A-B—Atlantic Lease Form B-3191- 3/53 executed by The Atlantic Refining Company and Norris A. Stein.	3090
317 C-D—Atlantic Form B-367, 7/52 executed by Norris A. Stein.	3097
317 E—Atlantic Franchise Agreement Form B-3191.B, 4/52 executed by The Atlantic Refining Com- pany and Norris A. Stein.	3099
317 F—Atlantic Agreement Form B-3105, 8/53 exe- cuted by Norris A. Stein.	3101
317 G-H—Atlantic Lease Form B-3191, 8/54 executed by The Atlantic Refining Company and Norris A. Stein.	3104
318 A-B—Letter, July 26, 1954, from R. S. Zinn to Norris A. Stein.	3110
319—Letter, June 22, 1955, to all Atlantic dealers from M. G. Davis.	3112

320 A-B-C—Letter, February 1, 1956, from Norris A. Stein to M. G. Davis.....	3113
320 D—Letter, February 2, 1956, from M. G. Davis to Norris A. Stein.....	3118
321—Letter, February 6, 1956, unsigned to John Rule.....	3119
322—Letter, February 9, 1956, from E. E. Sickels to Howard M. Berg.....	3121
323 A-B—Atlantic Lease Form B-3191, 3/53 executed by The Atlantic Refining Company and Thomas J. Sullivan, Jr.	3122
324 A-B—Atlantic Form B-367, 7/52 executed by Thomas J. Sullivan, Jr.	3128
325—Atlantic Agreement Form B-3194, 10/50 executed by The Atlantic Refining Company and Thomas J. Sullivan, Jr.	3131
326—Atlantic Equipment and Apparatus Form B-3191A, 10/52 executed by Thomas J. Sullivan, Jr.	3133
327—Firestone Associate Dealer Agreement executed by Thomas J. Sullivan, Jr.,	3134
338—Statement of Goodyear Service Stores bearing the date "12/21" in the left hand column.....	3135
339—Goodyear Service Stores Invoice dated 12-27-55.....	3136
350 A-B—Atlantic inter-office letter, January 6, 1948, to J. S. Parks.....	3137
351 A-L—Atlantic inter-office letter, June 22, 1948, to D. T. Colley, with attachments.....	3139
352—Letter, May 17, 1950, from G. A. Fearn to R. S. Zimm	3152
353 A-B—Letter, October 30, 1950, from J. A. Addison to S. J. Heideman.....	3153
354—Atlantic inter-office letter, December 21, 1950, from C. F. Bergh to S. J. Heideman.....	3155

- 355 A-B—Letter, January 3, 1951, unsigned to D. T. Colley3157
- 356 A-B—Letter, February 3, 1951, unsigned to D. T. Colley3159
- 357 A-B—Letter with enclosure, March 4, 1953, from G. M. Elliot to R. G. Mulholland.....3161
- 358—Letter, March 4, 1953, from G. M. Elliot to R. G. Mulholland3165
- 359—Letter, March 23, 1953, from G. M. Elliot to R. G. Mulholland3166
- 360—Letter, May 1, 1953, from G. M. Elliot to R. M. Taitt3167
- 361—Letter, May 22, 1953, from G. M. Elliot to R. G. Mulholland3168
- 362 A-B—Letter with enclosure, July 27, 1953, from G. M. Elliot to R. G. Mulholland.....3169
- 363—Letter, April 28, 1955, from R. G. Mulholland to G. M. Elliot.....3171
- 364—Letter, December 29, 1955, from G. A. Fearn to Jack Hyde.....3173
- 365 A-B—Letter, January 31, 1956, from J. C. Heid to W. L. Zinn.....3174
- 366—Letter, April 26, 1956, from G. A. Fearn to J. C. Heid3175
- 367—Letter, May 1, 1956, from J. C. Heid to G. A. Fearn3177
- 374—Document entitled "Number of Lessee & Contract Dealers on Dates Indicated by Regions"3178
- 375—Document undated and unsigned entitled "Atlantic-Firestone TBA Sales".....3179
- 376—Document undated and unsigned entitled "Atlantic-Firestone TBA Sales by Class of Trade".....3180

- 377—Tabulation entitled “Atlantic-Goodyear T. B. A. Sales by Class of Trade”.....3181
- 378—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA sales, January 1953):.....3183
- 379—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA sales, Calendar year and December 1953)3184
- 380 A-B—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA sales, Calendar year and December 1954).....3185
- 381—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA sales, Calendar year 1955 through December 20, 1955 and December 1955).....3187
- 382 A-B—Document undated and unsigned entitled “The Atlantic Refining Company—Summary” (Firestone TBA sales, Calendar year 1956 through June 20, 1956 and June 1956).....3189
- 383 A—Letter, October 7, 1955, from G. M. Elliot to R. G. Mulholland.....3191
- 383 B-C—Firestone inter-office memorandum, October 6, 1955, to District Managers.....3192
- 384—Letter, February 1, 1955, from R. G. Mulholland to G. M. Elliot.....3196
- 385—Memorandum, February 18, 1952, entitled “Report of Commissions March through November 1951”3197
- 386—Document entitled “The Atlantic Refining Company Sales—Northeast Division by Goodyear Districts March 1, 1951 through October 20, 1951”3198

xxx

387—Atlantic inter-company letter, August 15, 1952, from R. W. Taitt to L. K. Maisel.....	3199
388 A-D—Firestone inter-office memorandum, Febru- ary 2, 1956, to District Managers, Territory Salesmen, Store Managers.....	3200
400 A-S—Memorandum dated March 7, 1957 entitled “Re Docket No. 6486—List C—Goodyear”, with attachments.....	3205
480—Document, March 17, 1953, entitled “Statement of Herman Sartoff” executed by Herman Sartoff.....	3221
481—Document, March 19, 1953, entitled “Statement of Adam Lozanski” executed by Adam Lozanski.....	3223
482—Document, March 26, 1953, entitled “Statement of Thomas C. Eckhardt” executed by Thomas Eckhardt	3225
483—Document entitled “Federal Trade Commission, Washington, D. C.”, statement of Russell E. Cooley	3227
484—Document entitled “Federal Trade Commission, Washington, D. C.”, statement of Frank R. Buongiorne	3230
485 A—Letter, August 29, 1958, from the Atlantic Refining Company to James W. Siewierski....	3233

RESPONDENT’S EXHIBITS.

1—Atlantic Lease Form B-3191, 8-54, signed by John Chambers and J. O. Estlow.....	3234
2—Atlantic Form B-765, 11/53, Mutual Consent of Cancellation, signed by John Chambers and J. O. Estlow	3240
3—Letter, February 26, 1953, from Jack Pollock to The Atlantic Refining Company.....	3241

4—Atlantic Form B-765, 11/53, Mutual Consent of Cancellation, signed by Elmer H. Booz, Jr. and J. O. Estlow.....	3242
6—Atlantic Mutual Consent of Cancellation Form B-765 11/53 executed by James Parag, November 2, 1955.....	3243
7—Atlantic Mutual Consent of Cancellation Form B-765, 11/53 executed by The Atlantic Refining Company and James Parag, March 2, 1956....	3243
10 A-C—Document March 27, 1953, executed by Fred Koehler	3244
10 D—Letter, March 1, 1951, from D. T. Colley, unaddressed	3247
10 E—Letter, August 28, 1952, from D. T. Colley, unaddressed	3248
11 A-G—Document, March 27, 1953, executed by Thomas C. Eckhardt.....	3249
20—Atlantic booklet entitled "TBA Program".....	3255
31 A-F—Document entitled "Policy Long Term Dealer Lease", with attachments.....	3274

	Original	Print
Proceedings in the United States Court of Appeals for the Seventh Circuit	3282	3282
Opinion, Swygert, J.	3282	3282
Judgment	3298	3299
Final decree affirming and enforcing order to cease and desist	3299	3300
Clerk's certificate (omitted in printing)	3301	3301
Order allowing certiorari	3302	3301

1523

COMMISSION EXHIBIT NO. 1A.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

January 19, 1948.

File: JSP-Tires

Goodyear Tire & Rubber Co.,
Akron, Ohio.

Attention: Mr. S. Gaylord.

Gentlemen:

Our Sales Department Management has requested of us a complete exploration of the tire manufacturers to determine at this time what interest you may have in the sale of your tires and tubes through Atlantic outlets. In our study to determine whether any change in present arrangements may be desirable, we wish to consider your propositions on first line, second line, and private brand, or as many of these lines as you merchandise.

To assist you in preparing your quotations, we give you on sheet #1 information we believe may be helpful. All of this data pertains to what we have to offer.

On sheet #2 attached we detail information we believe is needed to properly evaluate any deal you may propose. Some of our questions may be considered by you as confidential information. We assure you your answers will be held in strict confidence. You may wish to augment your story with further information as to why you believe your deal would best suit Atlantic's needs. The more complete your preparation of your proposition the better it will be considered.

Should our account be of interest to you, please forward in writing, in duplicate, your best proposition. Quotations should reach us at your earliest possible convenience. After we have an opportunity to digest your offering it is likely we shall wish to discuss details in a conference to be later arranged.

Thank you very much for your attention to the above.

Yours very truly,

J. S. Parks
Purchasing Agent.

Sheet No. 1.

Estimated Annual Requirements

Passenger Tires	300,000
Truck Tires	40,000
Tubes	70% of above figures

Approximate Number of Retailers Served 6500

Approximate Number of Wholesalers Served 200

Approximate Number of Warehouses Served 45

Approximate Number of Warehouses Taking Carload Deliveries 3

Percentage of Volume on Carload Delivery 30%

Number of Salesmen 350

Number of T.B.A. Specialists 24

Number of Divisions 6

Number of Districts 34

Marketing Area Massachusetts to Florida, including parts of Ohio and West Virginia

1527

COMMISSION EXHIBIT NO. 1C.

Sheet No. 2.

Industry Position

- a. Original equipment. Percentage of this type of business handled by you.
- b. Scope of advertising. Furnish as much detail as possible as to types and results. Our principal interest is in consumer advertising as it applies to our marketing territory.
- c. Established distribution. Percentage in our marketing territory. Number of outlets.

Production

- a. Number of plants and locations of same. Can stocks be drawn from warehouses? If so, where?
- b. Research and development facilities. Extent, accomplishments, and other pertinent details.
- c. Quality of product.
- d. Completeness or simplicity of lines. Percentage of total represented by special lines.

Merchandising: Is it an aggressive program?

- a. Point of sale equipment—(display & service)
- b. Point of sale helps—(selling program, etc.)
- c. Training (visual helps on all line?)—(physical assistance at what level?)
- d. Field assistance—selling—complaints.
- e. Any flexibility to suit our needs?

Profit Margins

- a. To dealer (list to cost).
- b. Company margin excluding cash discount.
- c. Bonus arrangements.
- d. All other allowances.

2340

Commission Exhibit No. 2.

Adjustment Program
Shipping Terms
Consignment or Sales Terms
Returned Goods Privilege
Exclusive Privileges
Price Protection—at what levels?

1529

COMMISSION EXHIBIT NO. 2.

February 27, 1948

Mr J S Parks
Purchasing Agent,
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Parks:

Confirming our conversation of yesterday. It has been my desire to express the interest of my company in your consideration of the question of determining what is the best Tire and Tube marketing arrangement for your company.

We recognize the importance and value of your account and we wish to thank you for the opportunity which you have given us in discussing the matter more in detail.

In keeping with our conversation, it is my intention to contact you again about April 1. In the meantime, if we can be of any service, please advise.

Yours very truly,

Manager—Petroleum Sales Dept.

S A Gaylord
lfm

1531

COMMISSION EXHIBIT NO. 3.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

March 29, 1948.

File: JSP-Tires

Mr. S. A. Gaylord,
Manager—Petroleum Sales Dept.,
The Goodyear Tire & Rubber Company, Inc.,
Akron 16, Ohio.

Dear Mr. Gaylord:

Reference is made to our letter of January 19th regarding a proposition from Goodyear on tires and tubes for resale. In your letter of February 27th you advised of your interest, and of your intention to contact us again about April 1st.

Our Sales Department is anxious to proceed with their study of the various marketing arrangements being offered, and accordingly we are very anxious to receive your offering at the earliest possible date. Efforts on your part to expedite required data will be appreciated.

Yours very truly,

J. S. Parks

Purchasing Agent.

JSP:R

(Hand written note:) Ans by phone 4/6 SAG.

2342

Commission Exhibit No. 3-A.

1533

COMMISSION EXHIBIT NO. 3-A.

April 6, 1948

Mr J S Parks—Purchasing Agent
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Mr Parks:

This is a further confirmation of our phone conversation today in reply to your favor of March 29.

In view of your leaving the city next week on an extended trip, making it impossible to see you and personally explain our position as I had hoped to do, the next best course, in all fairness, seemed to advise you that in the opinion of our management we are not in position at this time to offer your company a marketing proposal.

At the first opportune time after your return I am looking forward to personally explaining our position to you in more detail.

Thanking you for your consideration in the matter.

With kind regards.

Sincerely,

Signed: S. A. Gaylord

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1535

COMMISSION EXHIBIT NO. 4.

May 4, 1949

Mr. S J Heideman
c/o Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr. Heideman:

First, would like to express my appreciation for the opportunity of discussing with you the subject which is so close to both of us, that of marketing Tires, Batteries and Accessories through Oil Company Service Stations.

You will probably remember that back in 1941 you consulted with us on the question of marketing Tires and we made a sales presentation to your company at Philadelphia on April 21 of that year. During the past week I have read a copy of that document with considerable interest and that is one reason why it is repeated here, because it was an impressive demonstration to me of the progress Goodyear has made since then to keep ahead of the parade.

The statements we made regarding Tires and Tubes then were sound and hold true today. Goodyear was the first company to market its brand through an Oil Company and it was true then as it is today that more Goodyear Tires are marketed through Oil Companies than any other standard brand. It is also noteworthy to mention that in 1948, when replacement sales in the industry were approximately 20% less than in 1947 and Oil Company sales in total were less by a similar percentage, Goodyear sales through Oil Companies showed an increase of more than 20% over 1947, which year, until 1948, was an all-time high.

Going back to our Atlantic Presentation and what was missing then; mainly our present-day Complete Franchise

T.B.A. Program, plus the refining and improvements in our Sales Commission Plan and our Purchase and Resale Plan.

Summarizing my reaction to the foregoing, plus the importance of any decision you and your company may make, which, aside from the monetary consideration over a 1537 long period, would also directly involve the welfare of thousands of your Dealers, I reached the conclusion that before going further in our discussions it would be mutually important if you and whomever you may elect would visit us at Akron to determine what we have to offer, get better acquainted and decide if we are the kind of folks you would like to be associated with, and I say this selfishly, because it would greatly assist us in our thinking if we can get closer acquainted with you and your problem.

As a matter of information I am submitting herewith a copy of our latest financial statement.

Also a copy of our current Car and Home Catalogue. You and your Dealers would be interested mainly as to its completeness—is it competitively priced with local Jobbers, Wagon Jobbers, and the immediate availability of stocking points.

You would be interested in our management of this part of our business, the large corps of buyers, each a specialist in his line, and the special large field warehouses set up to service these lines, as well as the profit available to your company.

Much of the same thinking applies to the Goodyear Battery line—and last, but not least, our “main line”, Goodyear Tires.

We also have set up here at Akron our Store Planning and Display Laboratories, which I have previously spoken to you about, and we can assure you that a visit to Akron to see this department alone will pay plenty of dividends.

If my suggestion does not meet with your full endorse-

ment, then it will be our desire to work with you in any way you may suggest.

Please be assured of our continued interest.

Thanking you,

Most sincerely,

Manager—Petroleum Sales Dept

S. A Gaylord

lfm

1539

COMMISSION EXHIBIT, NO. 5.

August 29, 1949

cc J E Mayl

Victor Holt Jr

C C Osmun

C L Metzger

H G Harper

W E Cameron

L R Narrab

S A Gaylord

Subject: Atlantic Refining

At our meeting August 10 several points were brought up and should be more completely discussed and answered at our next meeting.

Mr Colley, Vice President In Charge of Sales, commented in general (A) he stated they are definitely interested as prospects—(B) we should continue to work with Heideman—(C) he (Colley) would approve recommendations of Heideman and Neall—(General Sales Manager—Director of Advertising, etc.

Specific points raised and not completely answered follow:

- (1) Estimated allocation of expenses as shown in presentation for Purchase-Resale Plan and for Commission Plan.

Question—Would like a more detailed explanation as to how we arrive at estimates shown. Do these estimates reflect Goodyear Experience? Oil Company Experience?

Actually estimates used are a combination of all known factors and we can give a more detailed explanation, however, recognizing they are still estimates and probably no two companies will agree on proper allocation of expense.

- (2) Mr. Neall raised the question as to how many salesmen they could save under the Commission Plan versus Purchase-Resale Plan.

There is no inference in the presentation that a saving in salesmen can be made under the Commission Plan. The Commission Plan does reduce functional expense and the profit to the Oil Company is proportionately less. The Commission Plan eliminates sales detail and sales reports—thus allowing more time for sales work on major assignments.

- (3) Mr. Heideman is looking for more detail on the question—What, in terms of value, does completeness of line mean to an Oil Company?

- A. Complete lines of tires—competitively priced
- B. Batteries
- C. Car and Home Merchandise

1541 I felt that our presentation handled the above question fairly well, Mr. Neall raised these points—
If Goodyear undertakes the job with them

- (A) What would be the procedure?
- (B) What would be done and how? (Mechanics)
- (C) What extra man-power would be furnished?

He mentioned some 300 stations in Greater Philadelphia as an example.

I covered the above in a general way with no commitment.

Mr. Heideman wants more detail relating to our experience in successfully servicing the average Dealer C & H M from Field Warehouses. What coverage? What area? etc.

He also wants more detail as to how we arrived at estimated Battery exposure and how we arrived at estimated Battery gross profit.

We will prepare information requested as far as we can go—would like your thinking to assist.

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1543

COMMISSION EXHIBIT NO. 6.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

May 23, 1950
TBA SJH

Mr. Sam Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Sam:

Attached is copy of letter that has been addressed to members of the several departments in the company who will have an interest in the negotiations preceding the introduction of the Goodyear T.B.A. program into our Newark District. In addition to the people whose names ap-

pear on this letter, it is expected that the following will attend:

- Mr. J. O. Estlow, Manager of the Philadelphia-New Jersey Region
- Mr. E. D. Walter, Manager, Sales Group, Philadelphia-New Jersey Region
- Mr. T. E. Breslin, Operations Manager, Philadelphia-New Jersey Region
- Mr. W. J. Jackson, T.B.A. Coordinator, Philadelphia-New Jersey Region
- Mr. A. R. Sanborn, Manager, Newark District

There may be some change in this list, but if so, I will be in position to acquaint you with it before the meeting on Friday. I, of course, will also attend.

It will be appreciated if you will send me by return mail a list of the Goodyear personnel whom you expect to have present at this meeting, together with their respective titles or positions. It will be helpful if you can also provide me with an outline of the presentation that will be made by Goodyear so that I can properly fit it into the Agenda for the afternoon.

Cordially yours,

S. J. Heideman

h
Enc.

1545

COMMISSION EXHIBIT NO. 7.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

May 23, 1950
TBA SJH

Messrs. E. R. Cox, Jr., Room 810
G. H. Milligan, Room 1500
Leon Serven, Room 1000
W. F. Stotz, Room 1313

Dear Sir:

A meeting will be held in Mr. J. O. Estlow's office, Room 1201, Friday, May 26th at 2:30 P.M. In this meeting, arrangements will be discussed concerning the introduction of Goodyear's T.B.A. program into our Newark District territory. Representatives of Goodyear's Akron Management, Eastern Division Management, and Newark District Management will be on hand to meet with Atlantic Management and to tell about their methods of operating under the commission plan. At that time they will also attempt to answer the various questions that may occur to representatives of Atlantic's Management. It is expected that plans will also be completed for a district sales meeting, and perhaps a series of dealer meetings so that the program can be quickly introduced to the whole Newark District territory.

It is hoped that you will be able to attend this meeting or, if this is inconvenient, that you will appoint an alternate. Please advise me promptly of your plans.

Cordially yours,

S. J. Heideman.

2350

Commission Exhibit No. 8.

1547

COMMISSION EXHIBIT NO. 8.

May 25, 1950

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Syd:

Have just received your favor of the 23rd regarding our meeting on Friday, and wish to thank you for the information.

Arrangements have been made for the following Goodyear personnel to attend:

Mr. J. E. Mayl—Vice President Akron
Mr F W McConky Jr—Mgr. Northeast Div. New York
Mr Henry G Harper—Mgr. Associated Mdse Akron
Mr I D Love—Newark District Mgr Newark, N J

In addition to the above I am planing to attend.

While at this moment I do not have an agenda worked out in detail, I think it would be a good idea to start off with a review, possibly by yourself, of what has led up to your decision to make this test. This, in turn, will bring up the Presentation which we prepared and submitted to you, which pretty well indicates the complete line offered by Goodyear—Tires—Batteries and Accessories and other important sales factors such as consumer acceptance, original equipment, distribution facilities, advertising, sales promotion, dealer training, sales assistance, etc.

Then I think we will want to discuss the mechanics of the sales commission plan and the form of agreement both companies should enter into. Also, we should discuss and agree if possible on a uniform type of identification for each Atlantic outlet handling Goodyear products.

With the foregoing details handled and as a background we can then proceed to mutually agree on a plan of action which will get the program underway quickly.

1549 It is my understanding that we will meet in your office at 2 P.M. and that the meeting will get underway about 2:30.

If you should desire to reach us by phone Friday morning, I will be at our Philadelphia District Office, care of Mr Sorn.

Sincerely yours,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1551 COMMISSION EXHIBIT NO 9.

Here, then, are the important reasons for the company's preference for the Goodyear program:

1. They are the most popular line.
2. They are the largest supplier of original equipment.
3. They have a very complete line of tires, batteries, accessories, and home supplies and services.
4. They have considerable experience in the "commission plan" of operation with oil companies.
5. They have the least amount of oil company activity on their brand in our main market.
6. They have an excellent training program.
7. They are strong and aggressive merchandisers and have available a bountiful supply of very excellent sales promotional material.
8. They have an experienced staff of buyers for procuring the products they don't manufacture and fine facilities for quality and sales testing such products.

9. They were one of the major companies to adopt a liberalized adjustment policy which to some extent minimizes the loss of the road hazard guaranty.

Advantages in the Goodyear Commission Plan for Atlantic's Dealers and petroleum distributors as well as for the company:

1. Complete line on tires and tubes: Complete battery, accessories and home supply program.
2. A tire brand which is either first or second in public acceptance.
3. National advertising: newspapers, radio, television and magazines.
4. Largest or second largest supplier of original tire equipment.
5. Up-to-date and competitive tire and tube lines.
6. Excellent sales promotion and "point of sale" assistance.
7. Excellent training program.
8. Good delivery from conveniently located distribution points.

1553 Then, from a company standpoint, are these advantages:

1. No. T.B.A. investment except stocks for salaried stations.
2. A portion of selling costs assumed by supplier.
3. All warehousing, delivery, credit extension and billing by supplier.
4. Reduced ARCo. accounting expense.
5. Fixed rate of gross profit.
6. Profit would apply on much broader lines and services: blow-out proof tubes, farm tires, tire recapping service, home supplies.
7. A profit on some dealer T.B.A. business presently enjoyed by Goodyear.

8. Practically all sales promotional expense assumed by supplier.
9. Major part of training expense assumed by supplier.
10. No purchasing function (except for salaried stations or for consumption).

Some complications or problems that we don't have under our present program from the dealer and distributor standpoint:

1. Without the road hazard guaranty, the dealer will not have the latitude that he presently enjoys. The Goodyear tire is guaranteed for life against defects in material and workmanship, but adjustments are also made on a pro-rata basis when bruise breaks are experienced within the first 25% of tread wear. Such adjustment, however, is only made on approval of a Goodyear adjuster. In the event the dealer wishes to satisfy a customer on the spot, he has to take his chances of getting proper support from Goodyear.
2. There will be a maximum amount of competition from established dealers and company stores, because it is reported that every county, marketing town and shopping center now has a Goodyear store or distributor.
3. Atlantic's petroleum promotions will not be so closely coordinated with Goodyear's promotions as they are with our present program.
4. Goodyear brand batteries and accessories will not have as good public acceptance as their tire brand nor as the nationally known brands of batteries and accessories that we are presently marketing.
- 1555 5. There is the possibility that the Goodyear plan cannot be utilized by all Atlantic dealers and distributors because of closely situated competitive

petroleum outlets who are already established with the Goodyear program, or even because of a highly competitive Goodyear outlet that may be in close proximity.

From the company's angle:

1. There will be a sharing with another manufacturer of the direct influence that we now enjoy with our dealers for the promotion of balanced sales.
2. Goodyear is a successful and aggressive tire marketer and tires must be recognized as that company's principal business.
3. Adjustments being limited as aforementioned could result in greater customer dissatisfaction with its resulting adverse effect on Atlantic's petroleum products.
4. Any policy adjustment deemed advisable because of this possibility would be entirely for the account of The Atlantic Refining Company.
5. We will not engage in direct sales to commercial accounts. This market would be eliminated with the Goodyear program and also any gross profits that may accrue from it.
6. Atlantic's gross income will, of course, be reduced under this plan and so-called "fixed charges" attributed to T.B.A. must either be reduced, eliminated or absorbed by petroleum products.
7. Goodyear has complete control over the establishment and changes in commission rates, but since it is a competitive business and their historical experience has been highly favorable, it is more probable that they will cultivate and encourage its further growth rather than take any steps to make the program less attractive.
8. There is, of course, the very real possibility that an Atlantic dealer or distributor is already on the

Goodyear plan, and that we will not be given any commission for such business. Such situations are to be negotiated between Atlantic and Goodyear in order to reach a fair agreement.

9. District supervisory personnel and salesmen must still be familiar with the T.B.A. program, its details and its principal promotions. Full cooperation with Goodyear in the conduct of the T.B.A. program is expected. Salesmen must accept dealers' orders and should be given a quota responsibility.

1557 Conference of Atlantic and Goodyear Personnel in Connection With the Introduction of the Goodyear Commission Plan

Introductions

No Sales Presentation

The representatives of the Goodyear Tire and Rubber Company are not going to make any formal sales presentation this afternoon. This has not been deemed necessary as our purpose is to acquire a better understanding of how to inaugurate and implement a program that has already been sold. I have had plenty of evidence of Goodyear's ability to make very excellent sales presentations, and have no doubt that the situation is the same with many of you. Of course, sales presentations are going to be made as and when they are needed, especially for the District Sales organization and if it is mutually agreed upon also for the Dealer organization.

Interests of Other Departments

In addition to Regional and District Management, Atlantic is represented by the Controller's office, the Legal Department and the Sales Promotion Section, and there are specific matters that each of these representatives are in-

terested in and which may either be explored to a conclusion in this session or for which definite lines of communication will at least be established.

Questions and Answers

There are undoubtedly many questions about the plan that could only properly be answered by Goodyear's representatives. Some of these questions will undoubtedly be answered as the Goodyear method of operation is unfolded. Those questions that are not answered as well as others which may occur to you will be covered in a question and answer period immediately following Goodyear's presentation.

1559 District Reports

Atlantic representation has brought to this conference some detailed information regarding the district in which the Goodyear Commission Plan is to be introduced. Additional information that may be desirable for Goodyear can either be brought out in questions or prepared and presented at a later date.

Opening Dates

Serious consideration has been given to the time that the Goodyear program should be introduced into the Newark District, and we are prepared this afternoon to complete arrangements for additional conferences or meetings at District level in order to get the plan under way.

Review of Goodyear's Operation

In deciding the best approach to our present problem, it was considered wise to draw upon Goodyear's past experience in introducing their Commission Plan into the operations of other oil companies. It is believed that by tracing the various steps that have been employed in the

other operations, we will all get a better idea of how to co-ordinate and handle our respective parts in the job that lies immediately ahead.

Mr Gaylord

For this purpose and at this time, I am going to turn the meeting over to Mr S Gaylord, Manager of Petroleum Sales Department, Goodyear Tire and Rubber Company.

1561

COMMISSION EXHIBIT NO. 11.

Goodyear-Atlantic Program
Experimental

Atlantic District lying within our Newark District territory.

Sales Commission Plan

Announcement of plan to Goodyear and Atlantic personnel involved by meeting in Newark of Goodyear and Atlantic local personnel and head office representation from both companies.

The announcement to cover the plan and operating procedure, also working arrangement for Goodyear and Atlantic local field sales force.

Goodyear Field Representatives and Atlantic salesmen together to make initial call on Atlantic Resellers.

A simple story should be given to these men to introduce the object of their visit and approach to the subject to be discussed with the Reseller. This same story to be used by all Goodyear and Atlantic representatives on this initial call.

Later calls to be made by the two company representatives together when possible and each representative to make individual calls on a definite program as used in their regular work with customers and prospects.

A Goodyear Representative should be placed in charge of the program to guide and assist the field man in keeping the solicitation on a sound basis and moving forward at a productive pace.

1563

Detail of Meeting

Atlantic home office representative opening the meeting introducing the subject of the meeting and outlining the plan. (Perhaps introducing the members of his organization present.)

Goodyear home office representative (Introducing his organization present) describing the operating procedure of the plan.

Goodyear District Manager giving his thoughts as to how the two field organizations should work together to accomplish the purpose of the plan. Propose an outline of the approach the field men will use with the Reseller, etc., etc.

Atlantic local manager to give his opinion of the program upon this point and follow with his further thought and suggestions.

1564

COMMISSION EXHIBIT NO. 12.

The Atlantic Refining Company
Petroleum Products
Newark 5, N. J.

A. R. Sanborn

June 12, 1950

To Atlantic Dealers:

To Atlantic Petroleum Distributors:

Atlantic wishes to inform you that on June 13, 1950 the complete Goodyear program will be available through your Atlantic salesman. Atlantic's fine petroleum products and the nationally accepted Goodyear lines can provide you with a very unusual opportunity for profit possibilities. The completeness of the Goodyear franchise offers an excellent merchandising program; products which Atlantic has not had available, such as tractor tires, home supplies and extended lines of automotive accessories should give you the opportunity to sell more products to more people. Complete details of this new and, in our opinion, very desirable Goodyear plan will be brought to you very shortly by your Atlantic salesman and the local Goodyear representative. We urge you to give the Goodyear franchise every consideration.

Atlantic will discontinue merchandising and distributing its present T. B. A. line in your territory. Of course we will continue to honor any T. B. A. contracts between us as long as they remain in effect.

A. R. Sanborn

District Manager

2360

Commission Exhibit No. 13.

1566

COMMISSION EXHIBIT NO. 13.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

June 1, 1950

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pa

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until canceled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at 1568 our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories; and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a commission of ten percent (10%) on all sales to your dealer outlets and seven and one-half percent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount

of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half percent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefit all commission received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

1570 Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc
By Victor Holt, Jr.

Vice President

Attest: W. M. Merlin

Assistant Secretary

Accepted:

The Atlantic Refining Company

By R. H. Colley

15720

Exhibit A—Page 1.

Products Eligible under the Commission Plan

Sales of the following products to approved Atlantic accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x:

Product	Good-year District	Field or Factory Warehouse	Good-year Store	Good-year Independent Dealer
All New Goodyear Tires & Tubes	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear Produced Recaps & Repairs	x	*	x	
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	x	*	x	x
Car & Home Merchandise	*	x(1)	x(2)	x
Anti-freeze	*	x(1)	x(2)	x
Tire Chains	*	x(1)	x(2)	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	* (1)	x(2)	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x(1)	x(2)	x
Rubber Bonding Cement	x	x(1)	x(2)	x
Emergency Self-Sealing Patches	x	x(1)	x(2)	x
Small Containers Cold Patch Cement	x	x(1)	x(2)	x
Gasket Compound	x	x(1)	x(2)	x
Bicycle Rim Cement	x	x(1)	x(2)	x
Motorists Vulc-Patch Kits	x	x(1)	x(2)	x

* Not stocked at these locations.

- (1) Goodyear District Manager may appoint Goodyear Store as supply point after securing approval by Akron as a Car & Home Merchandise supply point, G-1209 to be issued and signed by Atlantic.
- (2) Goodyear Dealer may be appointed by Goodyear District Manager as a Car and Home Merchandise supply point, also G-1209 to be issued and signed by Atlantic.

Products not Eligible under Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to The Atlantic Refining Company dated June 1, 1950.

The Goodyear Tire & Rubber Company, Inc

By Victor Holt, Jr.

Vice President

The Atlantic Refining Company

By R. H. Colley

1576 COMMISSION EXHIBIT NO. 14.

July 5, 1950

Mr S J Heideman
Atlantic Refining Company
260 South Broad St.
Philadelphia, Pa

Dear Mr Heideman:

Wish to acknowledge your favor of June 29th, together with outline of agreement, with changes suggested by Mr Stetz of your Legal Department.

I am passing this on to Mr L W Baker of our Legal Department and will advise you further as promptly as possible.

Confirming my phone conversation of 27th (June) relative to your letter of June 22nd. It is our intent to pay commissions earned by you on various products listed under Exhibit "A" in accordance with the supply point designated on our form G-1209, which form is jointly executed by both companies and the supply point is agreed upon and acceptable to the Atlantic Dealer.

The agreed supply point may be a Goodyear Dealer, a Goodyear Store, a Goodyear Field Warehouse, or a Goodyear District.

We will make changes in our agreement to conform with the above.

Kind regards.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

August 2, 1950

Subject: Atlantic Refining Co.

cc H G Harper

We have had considerable discussion with Mr Heideman and Mr Stotz of subject company relative to letter of agreement covering proposed arrangement as between our companies.

We went over the revised draft in considerable detail and we are pretty much in agreement now if the following changes are acceptable to you.

With reference to the fourth paragraph on Page I—Mr Stotz would not accept reinstatement of the paragraph as it was written as he felt that it might be interpreted as meaning exercise of control over certain customers. He did, however, agree that the paragraph should not be eliminated entirely as it did add something to the agreement. As a compromise the following is suggested:

“We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.”

Mr. Stotz did not fully agree with our wording of the second full paragraph on Page II. However, he has agreed to the re-wording that we worked out with him, as follows:

“With respect to the outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month a statement reflecting sales made by us through our retail stores, factory shipments, direct warehouses or other owned

outlets, and sales made at our dealer-operated supply points and reported to us by such dealers; such statements shall reflect sales of all material other than that listed in Exhibit A as exceptions to the commission plan."

Regarding Exhibit "A." This was a form we used originally when we were not paying any commission 1580 earned unless delivery was made by us to the Oil Company accounts in accordance with the exceptions noted in Exhibit "A." Inasmuch as we are now delivering this merchandise through supply points appointed by us—either Goodyear Stores or Goodyear Dealers, in addition to sources shown in Exhibit "A," they would recommend that paragraphs #1-2-3-4-5 be eliminated from Exhibit "A."

Keep in mind that our Form G-1209, which is signed by both the Oil Company and Goodyear, shows the supply point which we establish for deliveries of all merchandise and we agree to pay commission on all merchandise which is delivered through such appointed supply points.

If you agree on this change, then the only items that should appear on Exhibit "A" will be those not subject to commission.

We are sending a copy of this note and a copy of the agreement to Mr Harper for his agreement and also that items not subject to commission can be re-checked.

Will be glad to discuss.

Manager—Petroleum Sales Department

S A Gaylord
lfm

2368

Commission Exhibit No. 16.

1582

COMMISSION EXHIBIT NO. 16.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

April 3, 1951

**Mr. Victor Holt, Jr., Vice President
Goodyear Tire and Rubber Company
Akron 16, Ohio**

Dear Mr. Holt:

By letter agreement of June 1, 1950 between Goodyear and Atlantic we agreed to perform certain services to promote the sale of certain Goodyear merchandise.

At that time we began a test of the Goodyear TBA commission plan in one of our sales districts. We have decided and you have agreed to extend this plan to our Philadelphia and New Jersey, our New York, and our New England sales regions on the same basis as is outlined in the letter of June 1, 1950:

It is understood that this extension will be effective as of March 1, 1951, at which time Goodyear will begin supplying the various products and services outlined in the letter of June 1, 1950 to such of our retail outlets and distributors as desire to purchase them from Goodyear. At the same time Atlantic, through its field representatives, will begin assisting Goodyear in the extended territory in the sale of the products and services outlined in said letter with the understanding that, as has been the practice in the test area, our resale outlets shall be free to choose whether, and to what extent, they shall avail themselves of the opportunity to purchase Goodyear products and

services and that any resale outlet which chooses to carry products other than Goodyear shall not be prejudiced in any manner. Of course, we both understand that our organization cannot and will not use any methods other than salesmanship to encourage our resale outlets to purchase your products and services.

In determining to extend the Goodyear commission plan to those sales regions we have done so upon your assurance that you will provide tires, batteries, and accessories in sufficient amounts to take care of the normal needs of those Atlantic resale outlets which desire to avail themselves of your products. We realize that such assurance from you is subject to conditions beyond your control, whether now or hereafter existing, including government restrictions on the manufacture or distribution of the products involved.

1584. We understand that whenever the products supply situation is such that you are unable to furnish all the needs of all your customers you will make available to Atlantic-resale outlets as large a share of their needs as are available to your other like customers.

If the above correctly sets forth your understanding of the arrangement between us, please so indicate by signing and returning for our files the enclosed copy of this letter.

Very truly yours,

D. T. Colley

Accepted:

The Goodyear Tire & Rubber Company, Inc.

By: J. E. Mayl

Vice President

Attest: W. M. Menter

Assistant Secretary

June 16, 1950

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Heideman:

Confirming our conversation of last Wednesday, wish to advise that Mr Fritsch, Manager of our Identification Division, Advertising Department, advises that an identification program has been agreed upon along the following lines with Mr Paxton and Mr Butler at a meeting held at Philadelphia, Monday, June 5.

1. The standard Goodyear window valance will be used in its regular form with these reservations.
 - a. We will not use dealer names or any other special copy except Batteries Auto Accessories. Dealer's name is not desired because of the turn over in station operators which would necessitate changing of windows.
 - b. Where space is available and dealer is agreeable, the additional copy Easy Pay Plan, or some similar phrase pertaining to time payment selling, may be employed.
2. A Goodyear diamond metal sign fastened either to a fence or to a post at the edge of the court. This may be either our 4' or 5' single face diamond sign—or, the 30"x52" sign we have been experimenting with on Shell and Sinclair stations, especially those on main highways. Certain reservations are made in this program.
 - a. Mr Butler does not want us to use two sign positions—as, for example, a single face sign on each

side of the court in order to catch traffic both ways. He wants us to use one single face sign, or a double face, but keep it in one location.

3. We agreed that the above program would be considered a beginning point and that changes could be made based on our experience in the Newark District.

1588 We do not like "fence" locations because they are so easily blocked. This is happening now on Texaco stations where Firestone and Goodrich use a rectangular sign fastened to a fence. Most of the time, cars are parked along the fence, which obliterates the identification. In metropolitan areas, signs on posts are sometimes difficult to handle because it means digging into a concrete court. But these are problems which we will know more about after we do some of the stations in the Newark group.

4. Since the Atlantic stations in the Newark area will not come to us as one lump group and will have to be identified as they are signed up individually, we will employ local services to handle the window valance installation and the signs.

We will wait until there are at least 8 stations signed up—then we will size them up and determine the exact identification and proceed with it.

After we have these 8, or possibly a few more, identified—then Mr Butler has agreed to go with me to the Newark area and look them over to see if we are getting along all right and if there are changes which should be considered.

We can provide a set up whereby the window valances are installed within two or three days after a station is signed up and we would use this arrangement if it would take any great length of time to sign up the first dozen,

2372

Commission Exhibit No. 18.

so as to avoid having the first one wait for identification two or three weeks that might be taken to get other lined up.

Yours very truly,
Manager—Petroleum Sales Dept

S A Gaylord
lfm

1590 COMMISSION EXHIBIT NO. 18.

July 25, 1950

Mr S A Gaylord—Manager
Petroleum Sales Dept

Subject: Atlantic Refining Company Newark District

cc Victor Holt Jr

F W McConky Jr—New York

Harry Ryan—New York

I D Love—Newark

The first phase of the Atlantic conversion to Goodyear in the Newark-Atlantic District has been completed.

All but a few of the small #3 stations, namely, grocery stores and other miscellaneous units not primarily in the gas and oil business, have been contacted and our program installed.

The reception from Atlantic outlets of all types has been, generally, one of enthusiasm for the change-over to Goodyear.

This attitude plus the training and drive of the Atlantic District sales personnel should result in sizable sales, performance of T.B.A. from this group.

During the last three weeks the supply position became the number one problem. On my departure, Friday, July 21, Mr Sanborn, Atlantic District Manager, was concerned only with our intention to cope with this problem.

Due to a change in Atlantic personnel, solicitation of the

only jobber handling T.B.A. in our New York District was deferred until last week.

Mr Sanborn of Atlantic, Charles Knight, Assistant District Manager, Goodyear-New York and I called on Boyce Esser, President of Suburban Oil Company at Mt Vernon, New York.

Suburban Oil has been a Firestone account for the past year, having pulled away from Lee because he could not get a competitive deal through Atlantic.

Their purchases from Firestone since the first of this year have been at the rate of \$45,000 a year. In addition, however, they are taking over another jobber territory on Long Island and expect to increase their T.B.A. volume to \$75,000. At present they have 42 stations, all in Westchester County.

This is a 100% Petroleum Jobber outlet with excellent stocking facilities, good capital structure and an aggressive outlook with respect to T.B.A. as part of their program.

1592 Our program was outlined in detail and our discount and resale structure submitted. In effect it is the same as Firestone's.

At the time Mr Esser did not have a firm commitment from Firestone as to supply, although he felt he would get his fair share of merchandise.

Atlantic Refining is very interested in getting this account handling Goodyear as it represents a sizable volume of T.B.A. on which Atlantic at present get no commission.

At the conclusion of our meeting Mr Esser indicated that he would take on Goodyear, but we made no commitment, as Charles Knight informed me that Harry Ryan had several problems to work out and wanted all the details.

This account is ready to go Goodyear and Atlantic is anxious that we take them on, so, if we elect to take on this account, we should move fast.

It would be my suggestion that Mr Sanborn accompany

our personnel for the signing up of this account, if it is so decided.

By taking on Suburban Oil we will strengthen our hand with Atlantic, help keep their morale high in this test area and eliminate the possibility of their making a claim for commission from Firestone, which could be done and would probably be paid just to keep us out.

J W B

J W Basista
lfm

Petroleum Sales Department

1594 COMMISSION EXHIBIT NO. 19.

cc L A Barnes
J W Basista

November 2, 1950

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Heideman:

With regard to the adjusted Lee Tires, wish to confirm that our understanding of the arrangement is that we will settle with your company on a 50-50 basis of the net loss.

I am suggesting to our Field Operating Department that a statement for the first quarter be submitted to you and a request for payment of your share on the above basis.

Yours very truly,

S A Gaylord
lfm

Manager—Petroleum Sales Dept

L A Barnes—Will thank you to proceed accordingly indicating where the check should be sent, etc.

S A G

1596

COMMISSION EXHIBIT NO. 20.

cc J W Basista—Newark
 Victor Holt Jr
 J E Mayl
 I D Love—Newark
 F W McConky Jr—New York

June 29, 1950

Mr S J Heideman
 Atlantic Refining Company
 260 S Broad Street
 Philadelphia, Pa

Dear Mr Heideman:

Confirming our phone conversation.

We have a progress report from Mr Basista and Mr Love, covering the first ten days solicitation of Atlantic accounts.

A recapitulation of results:

Atlantic Dealers signed as Goodyear Associate Dealers as agreed supply points, either Good-year Stores or Dealers	87
Atlantic Dealers signed as direct District Good-year Dealers	4
Atlantic Distributors signed as direct Petroleum Jobbers	2
Total	93

Total special display packages sold 77

Orders reported for merchandise sold on direct basis:

Tires	193 units
Tubes	113 "
Batteries	36 "
Accessories C & H M	\$655

2376

Commission Exhibit No. 20.

2414

Commission Exhibit No. 20.

Actual inventories of competitive merchandise of accounts signed:

Tires	3,176 units
Tubes	2,098 "
Batteries	610 "

General Comments

Good progress has been made during the first ten days. We can reasonably expect some real tangible evidence of merchandise movement within the next thirty days.

Initial contacts and presentations have been made 1598 with the majority of all accounts assigned and in every case supply points have been established and all details worked out to the mutual satisfaction of all concerned.

The general reaction of all types of Atlantic accounts has been very favorable and there has not been one single instance where the Goodyear program was not acceptable.

Competitive merchandise inventories were extremely heavy, which has affected our immediate sales during initial contacts.

Excellent cooperation is being received from the Atlantic-Newark organization.

As suggested by you, we will send you a weekly progress report and at the end of each month will get the sales figures to you at the earliest possible time which will be in advance of our official figures.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord

lfm

1600

COMMISSION EXHIBIT NO. 21.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

July 10, 1950

TBA SJH

T.B.A. Goodyear Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

Thank you for your letter of July 5th and the reassurance that it contained about the several types of deliveries on which commissions are paid on the various products that comprise the T.B.A. line.

Another question comes up about chains. The instructions issued by your accounting people indicate that commissions will not be paid on chains except on direct factory shipment. Our service stations do quite a bit of chain business when we have ice and snow, but the majority of them are not in a position to order their requirements on a direct factory shipment basis. We expect, therefore, that our dealers' chain business will develop principally on a local delivery basis, and certainly think that some method should be devised whereby we can be properly credited for commissions on all such transactions.

Cordially yours,

S. J. Heideman

January 23, 1951

Mr S J Heideman
Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Syd:

We were pleased to receive your letter of January 19th and your comments with respect to our 1951 Advertising Book.

You certainly have proved that you looked it over pretty carefully as noted by your remarks concerning the absence of a T.B.A. Display Package.

This is the first year since shortly after the war that we have taken out the T.B.A. Display Package. The reason is quite obvious since our sales of this specific package did not justify its continuance in our advertising line.

As a substitute, however, we have decided on a small package Display Service, which is listed on Page 30 of our Dealer Advertising Book.

The reason that have been given us by our Field Organization and which largely influenced us in eliminating the regular T.B.A. package was the fact that there was too much material for the Service Station to use and the cost of \$8.50 per year for the service.

The small Display Package mentioned above will give each Service Station some special display material at the three peak periods during the year which will adequately tie in with our national promotions. At the pitiful price of \$1.50 delivered we hope that a substantial number of these packages will be sold.

The display package such as used during your change-over in the Newark District was supplied especially for this

occasion and we are advised by our Advertising Department that any future requirements for similar purposes will be taken care of.

In our phone conversation Saturday you mentioned that the identification problem was not yet settled. I have talked with Paul Fritsch and find that he will be in 1604 New York on February 6th and 7th and I would like to suggest that if convenient that we have Mr Fritsch drop by Philadelphia and discuss this phase of our activity with whomever is necessary in order to finalize this problem.

We will appreciate it if you will advise if this date is satisfactory.

I have discussed the rest of our conversation with Mr Holt and you undoubtedly have or will be contacted.

Kindest personal regards.

Yours very truly,

Petroleum Sales Department

J W Basista

lfm

1606

COMMISSION EXHIBIT NO. 23.

Oil Company Sales Material 1950

Advance Information--Details to Follow

We have in production three colored motion pictures, which will be ready with prints complete and ready to go no later than March 1st. These are designed primarily as Service Station Dealer Training Material.

We believe these three pictures will be the most effective that we have ever produced from the standpoint of more satisfactory sales results.

Our Oil Company material is designed primarily for

Dealer Meeting We have planned this year to get our Oil Company accounts to conduct these meetings themselves as a part of their regular Sales Program and will furnish them with a reasonable number of prints for that purpose.

All three of the pictures can be run at the same meeting, or can be used separately for individual meetings.

Details, as follows:

Tire picture—title "Closing Time" 25 minutes

Battery picture—title "We, the Customer" 15 minutes.

Accessory picture—title "Just Between Us" 15 minutes

"Point of sale" material and Tire Buyer's Guide book as announced in our letter of January 10th.

Material of this type is the most effective ever used with Service Station accounts. The new book will sell to Dealers at \$1.50, which does not cover the cost of the 3-ring binder used.

We are developing a colored slide film featuring the Tire Buyer's Guide, which can be used in connection with the above motion pictures or separately.

At the conclusion of Dealer Service meetings we intend to furnish attending Dealers copies of meeting material covered, also order blanks for Tire Buyer's Guide with the suggestion that Dealers attending may place their orders immediately for same.

We have a special Service Station Edition of the Good-year 1950 Advertising Book outlining program, which will be furnished our Oil Company accounts in fair quantities. We want to feature Multiplex Display fixtures and poster service for Oil Company accounts again in 1950. This material is featured in the 1950 Advertising Program.

We also plan to furnish Oil Company accounts the 1608 Goodyear Merchandiser. There will be ten issues as in 1950. The first issue will be released during the

coming ten days, covering the main points of the 1950 Advertising Program in advance of Advertising Conferences.

There will be nine other issues featuring sales promotions, sales promotion recommendations, dealer meeting guides, etc.

S A Gaylord

Manager—Petroleum Sales Dept

1724

COMMISSION EXHIBIT NO. 24.

Confidential

District Managers

Philadelphia

Newark (Operation June 1950)

Albany

Hartford

Syracuse

Boston

Buffalo

Subject: Atlantic Refining Company

This outline supplements information given you by Mr McConky relative to additional territory assigned to us in the sale of Goodyear Tires, Batteries and Accessories under the Sales Commission Plan.

Due to urgency of getting this information to you as soon as possible Mr McConky has suggested it be sent you direct rather than through his office, which would be normal procedure.

Naturally, there will be a question in the minds of many as to why we are taking on this new distribution now. Since truth is always better than fiction we will give you the background which led up to the decision by our Management.

As you know, we have recognized the desirability of Atlantic distribution for many years and the need for more oil company distribution in the new territory now assigned to us, which represents more than 50% of the Atlantic T.B.A. sales and potential.

Early last year when supplies were plentiful and signs for the future pointed to over-production and increased competition, we mutually agreed on the marketing experiment with Atlantic in our respective Newark District territories with a commitment for expanded territory if the Goodyear Commission Plan proved successful—which it did.

It is true that even at a late date we could have withdrawn from our commitment to Atlantic, however, we would have been out of the account for keeps and our competition, which placed no restrictions on moving in, would have the account 100%.

While at the present time we have no assurance of any immediate improvement in the critical supply situation we all must fully recognize that the present shortage is an artificial one which, barring an all-out war, will end very suddenly when the government stops its stock piling program.

In the meantime we have a definite commitment with Atlantic and plan to live up to it to the best of our ability. The decision of our Management was made after consideration of all factors and particularly because it gave Goodyear the opportunity of entering into a long-term relationship with Atlantic, providing our performance is satisfactory. Naturally, Atlantic Management expects improved sales results as an important factor or would not consider making a change to Goodyear at this time.

Mr McConky will be talking with you during the coming week in regard to supplies and you will secure full cooperation from your Atlantic District Manager as to the 1950

sales results for Tires, Batteries and accessories in your territory in order to determine sales volume expectancy in your territory.

1726 We are working with Mr Harper and his staff toward augmenting our warehouse stocks of Batteries and C & H M to accommodate taking on Atlantic volume.

The Marketing Regions assigned to Goodyear are, as follows:

- (1) Philadelphia and New Jersey
- (2) New York
- (3) New England

Attached you will find a listing of Atlantic Personnel showing break-down of each region by Districts, which you are already familiar with.

You have been advised of the Sales Organization Meetings to be held in each of these regions, as follows:

Feb. 27 Philadelphia—Ben Franklin Hotel

Feb. 28 Providence—Narragansett Hotel

Mch. 1 Syracuse—Onondaga Hotel

These meetings will be attended by Sales Personnel of both companies, commencing at 1 P.M. each day and followed by a Cocktail Hour and Dinner.

Program for these meetings is herewith attached.

You will attend this meeting so lengthy comment regarding it are unnecessary.

The meeting will be opened by an Atlantic Official who will make the announcement of the change to Goodyear and the reasons for it.

He will probably indicate plans of making announcement to Atlantic Dealers by letter and by joint Atlantic-Goodyear meetings for Atlantic Dealers, to be followed by solicitation and presentation of the Goodyear franchise.

Mr McConky will key-note for his Division. He will welcome the opportunity and pledge strong support and co-

operation. No doubt he will stress the importance of Atlantic and Goodyear personnel getting acquainted and teaming up together when presenting the Goodyear franchise to Atlantic Dealers. Because the Atlantic Sales Representative has the "in", but cannot be expected to know the Goodyear story at the start, so by team work the Goodyear Sales Representative will make the presentation and also assist in training the Atlantic Representatives.

Mr McConky will also introduce you—you in turn can speak for your District organization—seconding Mr McConky.

At those meetings attended by more than one District Manager Mr McConky will probably introduce each of you and also speak for you.

Balance of program is Goodyear presentation by Department Managers as shown.

Mr Mayl, speaking for Goodyear, will give full Management endorsement to the new Atlantic Marketing arrangement. Atlantic Head Office Management will do the same when closing the meeting.

1728 Three special displays for these three opening Organization Meetings at Philadelphia, Providence and Syracuse have been shipped for these meeting as you have been advised by Mr Jones.

Mr Jones will provide one or two of his men one day in advance of each of these meetings to supervise proper installation, stocking, displays, etc. In connection with this it will be advisable to secure from the hotels flood lights, spot lights for these displays as we have not provided any special lighting.

After these meetings the Districts are to hold these displays to be used in connection with Atlantic Dealer Meetings that follow.

Since Jones' men will not be available to assist in setting up these displays for the Atlantic Dealer Meetings we

suggest that the personnel that you assign to assist Mr Jones' Representative in setting up for the first meeting should then be given the responsibility of setting up the display for your Atlantic Dealer Meetings.

It will probably be necessary in most cases at least to hire a truck to transport this equipment from one town to another. The cost of this should be charged to Budget S-94A—Department 706.

Mr Jones is also shipping three additional and identical displays for the following Districts:

Albany—Buffalo—Hartford.

These to be used for Atlantic Dealer Meetings.

Due to the limited space in some of the hotels it may not be practical to use the entire display at all meetings. There is also a possibility of duplication of meeting dates, in which case it will be necessary for the District to develop another display for the smaller meetings which may occur at the same time.

We understand the Newark District will only have one Dealer Meeting at Newburg, N Y. For that meeting we will suggest that the same display which was used at the Phillipsburg Meeting this week be set up.

Temporarily at least we are not charging the Districts for the cost of these displays. At the conclusion of your Dealer Meetings we will expect each District to sell the material. A separate letter is being written on this subject giving you the full detail and District Managers will be expected to follow this detail.

In connection with the meetings at Philadelphia, Providence and Syracuse it will be the responsibility of the District to furnish a 16 mm motion picture machine and slide film projector, also a large screen and experienced operator.

Equipment from the District should be inspected and put in first class condition, otherwise first class equipment

should be rented. The cost of this, plus the cost of a union operator, if necessary due to restrictions should be charged against Budget S-94A—Department 706.

In connection with the properties necessary for 1730 conducting the Sales Organization Meetings at these three points. We are showing motion picture "House of Goodyear". This film will be brought in from Akron to Philadelphia and from there to the other meetings by Mr Basista, also the slide film which will be used by Mr Harper.

We are also shipping to the attention of District Managers material shown on the attached list to be used by Mr Zonsius and Mr Harper.

We are also shipping, marked for your attention, 100 Goodyear pens which are to be used as favors at the dinner.

With reference to the Cocktail Hour, which will be announced by Mr Mayl, our suggestion would be that we have open bar service for a period of about an hour with proper facilities, help, etc to handle number attending.

General Information Regarding Atlantic-Goodyear Marketing Arrangement

Our agreement with Atlantic covering Goodyear Tires, Goodyear Batteries and Goodyear Car and Home Supplies will be the Sales Commission Plan.

Complete Operating Instructions will be issued to all Districts within the new marketing area assigned to Goodyear.

After your Dealer Meetings and when solicitation of Atlantic Dealers starts will suggest that you consult with your Operating Manager, also with the Atlantic local Management, your Representatives and the Petroleum Representative assigned to the account to coordinate and work plans so that the G-1209 forms will be promptly issued and signed at the time each account is sold. Then set up

proper mechanics so that the G-1204's will be issued monthly in accordance with our instructions.

We also used a special introductory advertising and display package at Newark which was sold Atlantic dealers at a cost of \$2.50. A list of the material in this package is shown on the attached sheet. We are making up stock and will ship quantities to your District within a few days, advising you as to quantities, etc.

This package was sold Atlantic Dealers at Newark practically 100%, mainly because it is an outstanding value, and the same procedure should be followed when signing up Atlantic Dealers in your territory.

At Newark we also worked out an arrangement with Atlantic whereby we adjusted Lee Tires with Goodyear replacements. Atlantic are obligated with a Road Hazard Warranty. The general procedure has been to have the Lee Tires sent in to our Districts for adjustment under the Road Hazard Warranty, also under the Defective Workmanship and Material Guarantee.

Complete instructions as to handling this will be issued by our Field Operating Department, also our Service Department.

We are also planning for additional Goodyear personnel to handle and coordinate the Atlantic account.

One man headquartering at Philadelphia responsible for Atlantic Head Office contacts and also responsible for contacts with all Atlantic Districts assigned to Goodyear and proper coordination of the program as between Atlantic and Goodyear organizations.

1732 One man headquartering at Philadelphia working with Atlantic Philadelphia and Suburban District, South Jersey and Newark Districts.

One man headquartering at Providence working with Atlantic Districts in New England Regions—

Providence
Worcester
Springfield

Hartford
Fall River
Boston

New Haven
Bridgeport

One man headquartering at Syracuse—New York Region contacting

Syracuse
Buffalo

Binghamton
Rochester

Watertown
Albany

Mr. McConky is working on these new assignments and we are hopeful that the men will be available at least to attend the three opening meetings.

In addition to the above personnel, Joe Basista and myself will be available to assist and we will probably have some extra personnel assigned particularly in the Philadelphia and South Jersey Regions to assist temporarily in the solicitation of Atlantic Dealer accounts.

Our Advertising Department are working on an identification program which will be submitted to Atlantic Head Office for approval shortly.

Handling Costs in Connection with all Atlantic Meetings

Please write this department a letter giving us confirmation of the estimated cost of all meetings which you have in most cases given us by long distance phone.

This should include all meetings and dates as soon as they are scheduled.

Charges for meetings are to be paid by Districts and journaled against Dept. 706-Akron, Budget #S-94A.

Goodyear will pay the cost of introductory Sales Meetings at Philadelphia, Providence, Syracuse, also Atlantic Dealer Meetings to follow.

Bulletin boards at hotels should indicate meetings, as follows:

“Atlantic-Goodyear Meeting”

Time and Location

The suggested outline for the Atlantic Dealer Meetings is herewith attached.

It need not be handled exactly as it is a program which you should work out with your Atlantic District Manager and agree on.

Based on experience, the meeting should not run later than 10:00 P M, though the Dealers should be invited to inspect the display and meet the Goodyear personnel, if they desire to do so.

1734 We understand Atlantic will issue invitations for the Dealer Meetings. We also understand it will announce the change to Goodyear by letter, similar to the one attached, so it will not be necessary to have the Goodyear display covered as is indicated in the meeting outline.

Immediately following the three introductory meetings at Philadelphia, Providence and Syracuse and after you have coordinated the entire program with your Atlantic District Manager, it will probably be advisable for you to have a meeting with your sales personnel and brief them on the entire Atlantic program in detail as to what will be done at the Dealer Meetings and the plan for soliciting the Atlantic Dealer immediately thereafter.

Based on our experience it will be necessary to have the Atlantic sales people and the Goodyear Representatives team up together and start solicitation immediately following the Dealer Meetings.

The Atlantic Representative will have the "in" with the account and the Goodyear Representative can then present the Goodyear Franchise. Each Goodyear Representative should have his copy of the Goodyear Franchise Presentation for this assignment.

Two purposes will be accomplished by this teaming activity—first—the Atlantic Salesman will learn the basic details of our Franchise Presentation and, secondly—our Goodyear Salesmen will be very favorably introduced to

the account through the sales influence of the Atlantic Representative, also bring up this point with your men.

Head Office Management of Atlantic will make it clear to their organization that the Goodyear T.B.A. Franchise has been selected because by testing they have determined it is the best proposition for Atlantic Dealers. It will be presented to them on a straight sales basis. In other words, no unorthodox methods will be tolerated and our sales people should be governed accordingly.

Atlantic Dealer Meetings

In discussing this with Atlantic District Manager we believe that he will desire to open the meeting, as we have indicated on the program, placing special emphasis to his Dealers "Why Goodyear". In other words, Atlantic have for several years studies what is the best long-term arrangement for Atlantic Dealers and after several tests and experiments selected Goodyear.

The Atlantic District Manager will then tell his Dealers that the Atlantic Salesmen and his Goodyear counter-part will call on them and present the Goodyear proposition asking that it be given careful consideration.

From that point you will take over the program and it actually becomes a straight Dealer Meeting, which you are very familiar with. Suggested outline and some of the points you may want to cover is herewith attached.

The three pictures "House of Goodyear"—"Closing Time"—and "We the Customer" shown on the program will be furnished by us from Akron providing with have a complete schedule and dates far enough in advance of your meetings.

One of the most necessary things in all of these 1736 meetings is to be sure that the Goodyear and Atlantic personnel become well acquainted as quickly as possible and a close relationship be maintained.

As previously stated, the Petroleum Sales Department stands ready to assist you in every way possible in co-ordinating this entire program and, of course, we will see you at the three introductory meetings this week and discuss more in detail any questions or plans which you care to bring up.

S A Gaylord

1738

COMMISSION EXHIBIT NO. 25.

Proposed Outline of Meeting

Atlantic-Goodyear

Sales Organization Meeting

1:00	Atlantic Regional Manager announces program: also introduces Goodyear Division Manager	20 min.
1:20	F W McConky, Jr.—N E Division Mgr. Goodyear T & R Co	10 "
1:30	Goodyear District Mgr.	5 "
1:35	"House of Goodyear"—Motion Picture	35 "
2:10	Recess	10 "
2:20	Selling the Goodyear Franchise—J A Lewin	20 "
2:40	Goodyear Tire & Tube Sales—K C Zonsius	60 "
3:40	Recess	10 "
3:50	Goodyear Battery Sales—H G Harper—Mgr Associated Mdse. Goodyear C & H M (Accessories)—H G Harper	60 "
4:50	Goodyear Service Station—Dealer Training & Promotional Material—J A Lewin	20 "
5:10	Stretch	5 "
5:15	Goodyear—Akron Mr J E Mayl, Vice President	10 "
5:25	Atlantic Refining Company Close—District Mgr. or Head Office Meeting to close at 5:35 P M	10 "

Mr Mayl to issue invitation to Goodyear Cocktail Hour and Dinner starting at 6:30 P M

2392

Commission Exhibit No. 26.

1740

COMMISSION EXHIBIT NO. 26.

**Suggested Atlantic-Goodyear Introductory
Dealer Meeting**

7—8:30 Dinner

8:30 Atlantic District Manager

Introduce ARCO Visitors

**Announcement—"Atlantic is Going
Goodyear"**

Unveil Displays

9:00 Goodyear District Manager

Introduce Key, Liaison, Sales Personnel, etc.

"House of Goodyear"

"Closing Time"

"We The Customer"

9:45 Atlantic District Manager

Introduce TBA Manager—

A Natural for Plus Sales and Profits

10:00 Close Meeting

**Meet Goodyear Representatives and Invite
Questions and Answers and Inspection of
Displays**

1742

COMMISSION EXHIBIT NO. 27.

Goodyear District Manager Presentation
(Atlantic Dealer Meeting)

Outline

Introduction of Goodyear Personnel.

After years of courtship Atlantic and Goodyear have wed, and, believe us fellows, it wasn't a shot gun wedding. We are sure it will be a long and successful relationship.

Atlantic thoroughly studied and actually tested the Goodyear program in the Atlantic-Newark District.

It's unquestioned success is one of the main reasons for the decision to go Goodyear.

We welcome wholeheartedly this merger. Evidence of our sincerity—tying up with Atlantic at this crucial time.

Building for the future. We have recognized Atlantic is one of the largest and most aggressive companies in the Oil business.

As leaders in the rubber industry we are confident this can and will be a winning combination.

What we have to offer—

Best quality

Complete T.B.A. lines

Greatest Acceptance

Most advertising support and sales help

Convenience of supply

Competitive prices

Active, adequate sales training and cooperation

Atlantic and Goodyear will combine efforts to make your business bigger and more profitable.

Goodyear and your Atlantic salesman will call on you together to outline our franchise.

Your cooperation and patience in these days of shortages will be appreciated.

We pledge you we will do all in our power to make you Atlantic Dealers the envy of the Petroleum Industry.

1744 COMMISSION EXHIBIT NO. 28.

The Atlantic Refining Company

Sales Personnel

Territory Assigned to Goodyear

President

R H Colley 260 South Broad St., Philadelphia, Pa

Executive Vice President

H Supplee, Jr

Domestic Sales Department

D T Colley, Vice President & General Manager

Product Sales & Sales Development Division

F M Neall, Manager

Sales Promotion Section

E R Cox, Jr., Manager

T.B.A. Section

S J Heideman, Manager

H K Paxson, Assistant Manager

Sales Operations Division

William Keen, Manager

Credit & Collection Division

William Stockton, Manager

Marketing Regions

Philadelphia & New Jersey

J O Estlow, Regional Manager

E D Walter, Manager, Sales Group

E D Stanton, Direct Marketing Supervisor

W J Jackson, T.B.A. Co-ordinator

Philadelphia & Suburban District
F C Bowman, District Manager

South Jersey District
C W Feld, District Manager

Newark District—85 Doremus Avenue, Newark,
New Jersey
A R Sanborn, District Manager

New York—Syracuse Savings Bank Building, Sy-
racuse, New York
G V Ostrander, Regional Manager
W S Shockley, Manager, Sales Group
W T Bell, Direct Marketing Supervisor
L K Maisel, T.B.A. Co-ordinator

Syracuse District—540 Solar Street, Syracuse,
N Y
R H Gillum, District Manager

1746 Buffalo District—P O Box 11, Station B, River
Road, Buffalo, N Y
H J Van Nortwick, District Manager

Binghamton District—227 Front St, Binghamton,
N Y
D F McSparran, District Manager

Rochester District—1840 Lyell Avenue, Rochester,
N Y
W W Hamilton, District Manager

Watertown District—58 Public Square, Water-
town, N Y
A C Walker, District Manager

Albany District—P O Box 71, Rensselaer, N Y
N A Butterfield, District Manager

New England—430 Hospital Trust Building, Providence, R I

H W Jollie, Regional Manager

M G Davis, Manager, Sales Group

C A Walsh, Jr., Direct Marketing Supervisor

T L Walsh, T.B.A. Co-ordinator

Providence District—Barrington Parkway, Kettle Point, R I

L E Wilson, District Manager

Worcester District—North Prescott & Byron Sts., Worcester, Mass

R A Batchelder, District Manager

Springfield District—1075 Page Boulevard, Springfield, Mass

O K Schmid, District Manager

Hartford District—1351 Main Street, East Hartford, Conn

L E Card, District Manager

Fall River District—51 Purchase Street, Fall River, Mass

A E Lofquist, District Manager

Boston District—Park Square Building, Boston, Mass

C F Favorite, District Manager

New Haven District—Alabama Avenue & Waterfront, New Haven, Conn.

W F van Haagen, District Manager

Bridgeport District—3 East Avenue, Bridgeport, Conn

B H Lasseter, District Manager

Purchasing Department

**J S Parks, Purchasing Agent, 260 South Board St.,
Philadelphia, Pa**

M S Charlton, Assistant Purchasing Agent

C. F Bergh, Buyer—T.B.A.

**Note: Goodyear District Managers to contact at District
Manager level, also Regional Marketing Supervisors
and T.B.A. Co-ordinators.**

**Goodyear Petroleum Representatives work closely
with Co-ordinators, District Managers and Sales
Personnel.**

1748 COMMISSION EXHIBIT NO. 29.

(Sample of Atlantic Letter to Dealers, Etc.)

To Atlantic Dealers

To Atlantic Petroleum Distributors

**Here is the most important T.B.A. news ever sent you by
Atlantic. Very shortly the complete Goodyear line will
be available through your Atlantic salesman. You will be
notified as to the exact date the new program will become
effective. In the meantime, we will continue to supply
you to the best of our ability with our present T.B.A. line.**

**The decision to make this change in the T.B.A. program
to that of Goodyear was made only after thorough testing
to determine the advantages for Atlantic dealers. The
results of these tests showed that the Goodyear program
offered very real benefits.**

**The Goodyear plan includes new sales possibilities. A
complete line of tires, batteries, and Car and Home Mer-
chandise is available. This change in policy opens a door
to new profits. The reason for offering this new line of
T.B.A. products is to present to dealers and distributors
a program which, in our opinion, can provide the maxi-**

imum in sales potential as well as better support for over-all petroleum Marketing.

With the announcement of the effective date of the new program, the merchandising and distributing of the present T.B.A. line will be continued only to the extent of re-maintaining inventories.

1750

COMMISSION EXHIBIT NO. 30.

Atlantic-Goodyear Sales Organization Meeting
 Props and Meeting Materials

- (1) Display Equipment shipped Air Express to Hotel Display Merchandise—to be furnished by District and Suppliers.
- (2) Chrome Pens—Shipped Air Express to Districts—Attention District Mgrs. Animated Pencils—Shipped Attention District Mgr. for Dealer Meetings
- (3) Product Data Book (2) shipped P P to District—attention District Mgr.
- (4) Car and Home Catalogues with Dealer & Distributor Price Lists shipped to District—Attention District Manager
- (5) Introductory Advertising & Display Package shipped to District Mgr. for Dealer Meetings.
- (6) B-256—Ready Reference Chart
- (7) B-198—Price Lists—Auto Tires & Tubes
- (8) B-224—Price Lists—Truck Tires & Tubes
- (9) B-304—Consumer Prices Goodyear Battery
- (10) B-166—Battery Policy and Sales Program
- (11) B-309—Zone Wholesaler Price—Goodyear Batteries
- (12) B-318—Consumer Prices—Resolute Batteries
- (13) B-322—Service Distributor Prices—Resolute Batteries

Shipped Parcel Post to Districts—Attention District Manager

- (14) Film "House of Goodyear" (Short Version)
- (15) Film "We the People" (For Dealer)
- (16) Film "Closing Time" (Meetings)
- (17) Film "Goodyear Battery Franchise Presentation" } Akron to supply
- (18) 16 MM Motion Picture Projector—District to supply. Be sure it is in good working order. Also supply extra projector bulb.
- (19) Slide Projector—District to supply. Be sure it is in good working condition.
- (20) Large Motion Picture Screen. District to supply.
- (21) Motion Picture Operator. District to supply. Can arrange through Bell and Howell.
- (22) Speaker's stand with light. Ask the hotel to supply. If advisable public address system.

1752

COMMISSION EXHIBIT NO. 31.

Goodyear Introductory Package for Atlantic Dealers

(Contents)

- 1 Tire Buyer's Guide
- 1 Temporary Goodyear Sign 24x43
(Water Resistant Heavy Paper)
- 2 Metal Tire Stands
- 5 Tire Centers (Marathon out)
- 5-6 x 26 Streamers (paper)
- 4-14 x 42 Banners (paper)
- 2 Stack Signs "Let's Trade Tires" etc.
- 1 LifeGuard Demonstrator (S-2202)
- 1 Puncture Seal Demonstrator (S-1309)
- Special introductory price to Atlantic Dealers \$2.50
(\$6.50 Value)

Packages shipped to all Districts from Akron—to be sold when signing Atlantic Dealers.
(Also sell Price Book and Service)

2400

Commission Exhibit No. 33.

1756

COMMISSION EXHIBIT NO. 33.

Akron

March 12, 1951

District Operating Managers

CC: District Managers

Atlantic-Lee Adjustments

Goodyear and Atlantic have entered into an agreement whereby we will adjust Lee Tires for Atlantic Dealers. Further, that the adjustment loss incurred by this agreement will be divided equally between both companies.

Report

In view of the above and to insure proper handling, districts will prepare the following report at the end of each quarter.

1	2	3	4	5	6	7	8	9
Inv #	Dealer's Name	Item & Serial #	B-19A #	Defective Condition	Amt of Wear	Adjusted Price	Dealer's Normal Buying Price	Net Loss (Col 8 Less Col 7)

Note: In some instances the dealer's normal buying price (Column 8) will be unknown as the Atlantic Dealer may be buying Goodyear merchandise through a Supplying Dealer. In these cases, Districts are to contact the Supplying Dealer for the account's normal buying price. District Manager's assistance should be requested if needed.

Report will be prepared in triplicate and will be distributed as follows:

- 1—S J. Heideman, Atlantic Refining Company Home Office
- 2—Applicable Atlantic Regional Office
- 3—District File Copy

Tires Scrapped at the District

All Lee adjusted tires will be scrapped locally at the District by cutting the beads and selling for scrap. The amount of revenue derived from the sale of these tires will be credited to Net Loss (Column 9) above.

Those Lee Tires, which are adjusted on the Time Guarantee Certificate, require attachment of this certificate to that copy of the above quarterly report forwarded to S J Heideman.

District Accounts Receivable

Immediately after preparation of the above report, districts will issue journal ticket debiting Atlantic for their share of adjustment loss. Journal ticket posted to the Sundries Account will debit 207 Accounts Receivable and credit account 007 Adjustment Loss. Acknowledge check from Atlantic covering their portion of this loss on G-1053C cash receipt. Send two extra copies of this journal ticket to Wholesale Field Operating.

G L Wright—Manager
Wholesale Field Operating

March 12, 1951

H F Aul—District Service Rep—Philadelphia

R S Colton—District Service Rep—Albany

W O Reid—District Service Rep—Hartford

W W Evans—District Service Rep—Syracuse

J T Miller—District Service Rep—Boston

J W Silk—District Service Rep—Buffalo

cc—District Managers

F W McConky, Jr

Subject: Atlantic Refining Company

Early last year Goodyear entered into an experimental arrangement with the Atlantic Refining Company regarding the sale of Goodyear tires and tubes by a certain group of Atlantic outlets in the Newark District. The arrangement proved so successful that the plan is now being extended to Atlantic Refining Company outlets in the above Districts.

Atlantic outlets have heretofore sold Lee tires. Lee passenger Car Tires were covered by a Lee Time Guarantee. Lee Commercial Truck Tires in the 15" and 16" were also covered by the Lee Time Guarantee. Lee Truck Tires in other sizes were covered only by the regular Industry Warranty against defects in workmanship and material.

Until such time as the supply of Lee tires in Atlantic Refining Company outlets is exhausted, it will be necessary for the District Service Department at above Districts to handle adjustments on Lee tires by replacing Lee tires with Goodyear tires in accordance with the following instructions. Please read these instructions carefully, familiarize yourself with every detail.

H E Ammerman

Manager—Service Department

1760

COMMISSION EXHIBIT NO. 34B.

Instructions for Acting for the Atlantic Refining
Company in Negotiating Adjustments on
Lee Tires

Lee Tires Shipped to the District

1. Atlantic Refining dealer handles a claim with a customer at the time it is presented to him. He will replace a Lee tire with a Goodyear tire providing the customer presents an authorized Lee certificate covering the Lee tire.
2. The Atlantic Refining dealer will refer the replaced Lee tire direct to the Goodyear District.
3. The Lee Guarantee Certificate must be presented with the Lee tire. No claim form is needed for the Lee tire, the certificate is sufficient.
4. If the transaction appears to be in order, the District Service Department will replace the Lee tire with a Goodyear tire after the used Lee tire has been received at the District Office and the B-19 form completed.
5. The new Goodyear tire will be shipped to the proper dealers. Lee tires in each case will be replaced with the comparable type of Goodyear tire. (For example—Double Eagle, Super-Cushion, DeLuxe, Marathon.)
6. Set aside a separate block of B-19 and B-19A numbers for Lee tires. Write "Atlantic" on the B-19 form in the space at top of form towards the right corner. Otherwise, make up the B-19 in the regular manner. Do not place any B-19A or B-19C stubs on any Lee tires. Mark the B-19A number with yellow crayon on the tire.
7. Use Goodyear tire condition code for Lee tires on B-19s marked "Atlantic."
8. Allow the 10% handling allowance to dealers on adjustment transactions completed on Lee tires.

COMMISSION EXHIBIT NO. 34C.

Lee Tires Adjusted in the Field at Atlantic
Refining Jobbers or Distributors Who
Now Will Sell Goodyear Tires

- 1: There may be one or two Atlantic Jobbers in your territory on whom you will want to call regularly. When such calls are made, take along some of the Atlantic B-19s you have set aside for this purpose. Also notify Akron Service Department so that the call can be added to your Field Service Schedule.
2. Show B-19A number in yellow crayon on each tire.
3. Give dealer fourth copy of B-19 Form.
4. Use Goodyear tire condition code for Lee tires on B-19s marked "Atlantic."
5. All Lee tires will be returned to Goodyear District in the regular manner.
6. Process the B-19 Form at the District in the usual manner. Replacements will be made with Goodyear tires as explained for shipped-in tires.

Supplementary Information

In making any and all adjustments on Lee tires, Goodyear is acting for the Atlantic Refining Company.

No Lee Guarantee Certificates covering Goodyear tires will be honored.

The Industry Standard Warranty applies to any Lee tubes which may be presented for adjustment. If defective, they will be replaced with Goodyear tubes. No claim forms are required for Lee tubes.

Any Goodyear tires or tubes which may be presented for adjustment consideration by Atlantic Refining dealers will be handling accordance with our regular Service Department Policy and in same manner as for any other Goodyear dealer.

1764

COMMISSION EXHIBIT NO. 34D.

A standard claim form is required for each Goodyear tire and tube. Do not use B-19 Forms marked "Atlantic" for replacing Goodyear tires or tubes.

Since the adjustment loss for the Replacement of Lee tires will not be shown on Reference #58; Replacement and Loss Report, it will be necessary to keep B-19s for Lee tires separate and apart from B-19s for Goodyear products. White copies of "Atlantic" B-19s should be stapled together and mailed to Akron with copies of B-19s covering Goodyear items. Operating Department should file in regular sequence in B-19 file when they are returned from Akron.

Staple together the canary copies of "Atlantic" B-19s in the same manner and send to the Attention of L Kohnz, Sales Accounting Department, Akron. Please be certain these copies are marked for L Kohnz' attention, otherwise adjustment loss records will be incorrect and loss on Lee tires may be included in your Reference #58 report.

File pink copies of Atlantic B-19s in claim form file under name "Atlantic." There will be no claim form. Certificate will be turned over to Operating Manager for attachment to quarterly report that must go to Atlantic.

Include "Atlantic" B-19 replacements and transactions in the statistical section of your B-66 monthly report.

Do not include Lee tire adjustment losses on Dealer & Store Loss Report, the B-19s coming to Akron covering Lee tires will provide this information.

Batteries

Atlantic Refining Company outlets now handle Exide Batteries. Since Atlantic Refining will receive the 1% allowance on Goodyear Batteries only defective Exide Batteries with less than 90 days of service will be submitted to Service Department for replacement. No other batteries are to be received for consideration.

2406

Commission Exhibit No. 35.

1766

COMMISSION EXHIBIT NO. 35.

cc C C Ross

H G Harper

J W Basista

J W O'Neill—Philadelphia

May 1, 1951

Mr S J Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia, Pa

Subject: Schrader Inventory

Dear Syd:

You will recall that we stated to you verbally that Schrader agreed to accept your inventory and issue credit on basis of your acquisition cost less 10%. After consideration you stated the arrangement would be satisfactory.

Under the above plan Atlantic would ship to Schrader and a credit memo. would be issued which Atlantic would transfer to Goodyear and receive payment from us, which would be somewhat cumbersome and expensive as it would require double handling of the stock in question.

Mr C C Ross, Manager of our Retread and Repair Material Sales, after due consideration and desiring to be fully cooperative with you, will go through with the original proposal on a direct basis. Specifically, he will issue Goodyear purchase order, which will be forwarded to you personally, covering your inventory at your acquisition prices less 10% (Jobber Prices). This offer is based on your acceptance and the quantities listed from inventory you previously submitted, with the understanding the material is new and unused and properly packaged. Shipments to be prepaid to Goodyear Warehouse specified on purchase order, which will probably be Philadelphia.

Under this arrangement the loss to Atlantic and Good-year will be about equal.

Please advise.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord

lfm

1768

COMMISSION EXHIBIT NO. 36.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

May 7, 1951

TBA WCH

Schrader Inventory

Mr. S. A. Gaylord, Manager

Petroleum Sales Dept.

The Goodyear Tire & Rubber Co., Inc.

Akron 16, Ohio

Dear Mr. Gaylord:

We will accept your offer for our inventory of Schrader merchandise, as set forth in your letter of May 1.

Will you please issue the Goodyear purchase order to cover the purchase of this material.

Cordially yours,

W. C. Hoffman

m

2408

Commission Exhibit No. 37.

1770

COMMISSION EXHIBIT NO. 37

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pa.

May 28, 1951

TBA SJH

Goodyear Program
Exide Battery Adjustments

Mr. S. A. Gaylord, Manager,
Petroleum Company Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

It was agreed last week that we would reconsider the basis on which Goodyear would handle adjustments of Exide batteries that had been sold by Atlantic and the claim handling for which, therefore, remained an Atlantic responsibility that must be handled to the satisfaction of both customer and dealer. Since we have the same problem in the other half of our territory which is being served by a different supplier, I am sure it will be of interest to you to review the satisfactory arrangement that has been employed to solve this problem.

We shall appreciate it if you will favor us with your comments or suggestions for a revision of the present battery adjustment program as soon as possible, so that further delays and complications in the field can be averted.

h

Cordially yours,

Enc.

S. J. Heideman

P.S. Atlantic shares with the supplier on a 50-50 basis in losses occurred under this arrangement. In other words, the same basis is used as pertains to tires.

(Written in margin:) Sam: Hulshizer would like to discuss this with Mr. Ammerman today if possible. Jack.

1772

COMMISSION EXHIBIT NO. 38.

cc H W Hulshizer

June 1, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Syd:

Replying to your favor of the 28th on the subject of "Exide Battery Adjustments".

I am enclosing, herewith, a copy of our instructions to the field covering this subject, which will go forward either today or tomorrow.

Under this arrangement it is understood that Atlantic will pay 100% of the loss up to 90 days' service and Goodyear and Atlantic will share the loss on a 50-50 basis on batteries replaced beyond the 90 day service.

With reference to the sixth paragraph in the instruction letter, which will be understood by our people in the field, would like to clarify—for your information Goodyear Dealers will receive 10% of the adjusted price and Goodyear Battery Distributors will receive 20% of the adjusted price, provided they do not get the 1% battery allowance off the face of the battery invoices.

We trust that this arrangement will handle the situation to your entire satisfaction.

Yours very truly,

Manager—Petroleum Sales Dept.

S A Gaylord
lfm

1774

COMMISSION EXHIBIT NO. 39.

Plan for Handling Adjustments for Atlantic Dealers on
Exide Batteries To Be Replaced With Firestone Bat-
teries

1. All batteries will be adjusted at retail list price on basis of the Exide guarantee.
The number of service guarantee units or months on Exide batteries is exactly the same as on similar types of Firestone batteries.
2. There will be no reimbursement or handling commission allowed Dealer where replacement price to the customer is equal to or exceeds Dealer's buying price, on a Firestone battery of the same service guarantee.
3. Atlantic Dealer may adjust an Exide battery on the basis of the Exide guarantee by replacing with a comparable Firestone battery having the same service guarantee and charging customer for pro-rata service received on the Exide battery.
4. Firestone will replace Exide battery with a Firestone battery to Dealer on same basis Dealer replaced to customer less 50 cents handling commission where replacement price is less than the Dealer's cost.
5. On all such transactions customer's copy of guarantee certificate must be furnished Firestone together with the adjusted battery. All battery shipments to District Office for adjustment must be prepaid by Atlantic Dealer.
6. If the Exide battery becomes unserviceable within the 90 day service guarantee period, Firestone will honor any replacement the Atlantic Dealer makes. (Dealer will pay transportation costs.)
7. On all such transactions Firestone will deduct adjustment sales or credits in computing sales (monthly S468 reports) for sales commission to Atlantic.

8. Should there be any cases where a supply point replaces an Exide battery with a Firestone battery at a price below their buying cost, Firestone will reimburse supply point for the difference between replacement price less handling commission and the supply point's buying price. On all such transactions the supply point will be charged 1% to offset the adjustment allowance by Firestone (if supply point operating on allowance basis).

Supply points will adjust batteries by replacing with Firestone batteries as outlined above and may obtain credit from District by shipping battery together with customer's certificate to District. However, supply point should handle all possible adjustments of batteries where replacement and handling commission are above their buying price and retain scrap batteries.

9. Where any adjustment is made and the replacement including the 50 cent handling commission is below Dealer's buying price on the Firestone battery—Firestone District Office will furnish monthly as a separate attachment to the monthly S468 reports, a tabulation of each service department credit memo showing the following information and totals:

Credit Memo	Type Battery	Replacement Price to Customer	Dealer Cost	Amount Credit
----------------	-----------------	----------------------------------	----------------	------------------

3-1-51

2412

Commission Exhibit No. 40A.

1776

COMMISSION EXHIBIT NO. 40A.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

February 9, 1951

TBA SJH

Mr. J. E. Mayl, Vice-President,
Goodyear Tire and Rubber Co.,
Akron 16, Ohio.

Dear Joe:

Our various marketing regions have asked for information concerning the number and locations of supply points that you have in the territory covered by Atlantic. In order to assist you in supplying us with this information by marketing region, we list on the attached page the states that comprise each of the several regions. It will be helpful, too, in supplying this information, if you will distinguish between individual wholesalers and your own controlled supply points.

It is hoped that you have such information assembled and that there will be no objection to supplying it promptly, as it will be one of many factors involved in the consideration of the Goodyear Commission Plan.

Cordially yours,

Syd

S. J. Heideman

h

Enc.

P.S. The maps forwarded Mr. Gaylord the latter part of December should be an aid in establishing these boundaries.

1778 - COMMISSION EXHIBIT NO. 40B.

Atlantic Marketing Regions

Region	Territory
New England	Vermont New Hampshire Massachusetts Rhode Island Connecticut
New York	New York State
Philadelphia-New Jersey	New Jersey Pennsylvania as follows: All Philadelphia County Portions of Bucks, Delaware, Montgomery, Chester Counties
Eastern Pennsylvania	Eastern Half of Pennsylvania Delaware Eastern Shore of Maryland and Virginia
Western Pennsylvania	Western Half of Pennsylvania Panhandle of West Virginia Ohio Northern portion of Maryland
South	Maryland West Virginia Virginia North Carolina South Carolina Georgia Florida

2415

COMMISSION EXHIBIT NO. 41A.

G-1209

This is the form used to evidence approval by the oil company and Goodyear of an account with respect to our sales to which commission will be paid to the oil company.

1871

1780

GOODYEAR

SERVICE STATION AGREEMENT

BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY, INC., having a place of business at Akron 16, Ohio, hereinafter called Goodyear, and _____

located at _____
 Number _____ Street _____ Town _____ Zone No. _____ County _____ State _____
 hereinafter called Dealer.

1. The Dealer agrees to engage actively in the sale and distribution of the items of Goodyear merchandise listed below which are checked in the space opposite thereto, and to carry such merchandise in stock in sufficient quantities to insure prompt service, and to render Goodyear service to the consumer:

- | | |
|---|--|
| <input type="checkbox"/> Automobile Casings and Tubes | <input type="checkbox"/> Batteries and Battery Cables |
| <input type="checkbox"/> Pneumatic Truck and Bus Casings and Tubes | <input type="checkbox"/> Brake Lining |
| <input type="checkbox"/> Industrial Tires and Tubes | <input type="checkbox"/> Car and Home Merchandise |
| <input type="checkbox"/> Farm Tractor and Implement Tires and Tubes | <input type="checkbox"/> Camelback and Repair Material |

Any item above listed not initially included may be added, and any item may be removed at the written request of the Dealer, approved by the Goodyear District Manager. The Dealer will not substitute or attempt to substitute other products when the consumer requests Goodyear products.

2. The Dealer is hereby designated a Goodyear Service Station Dealer. Goodyear will give the Dealer such assistance in advertising, instructions in Goodyear service, and such aid generally as Goodyear gives to such Service Station Dealers in carrying out its policy of distribution. The Dealer shall be entitled to purchase each such product at the prices specified in the list applicable thereto called "Goodyear Prices," or, with respect to any product to which such list does not apply, then at the prices in such other list as is applicable, less such discounts and allowances as Goodyear may from time to time allow to its Service Station Dealers in such products and subject to the conditions set forth in such list. It is understood that such prices, discounts, allowances, and conditions are subject to change by Goodyear from time to time without notice to the Dealer, and all shipments will be billed at prices (including amount of any Federal excise tax) in effect on date of shipment.

3. In case of a concurrent decline in "Goodyear Prices" or, with respect to any product to which such list does not apply, then in the prices in such other list as is applicable, and in Goodyear's net prices to its Service Station Dealers on casings and tubes, Goodyear will rebate to the Dealer by merchandise credit in accordance with Goodyear's regular policy then in effect on all new first class Goodyear casings and tubes invoiced by Goodyear to the Dealer hereunder within thirty (30) days prior to the date of such concurrent reduction, provided, however, that such rebates will not be granted with respect to casings or tubes sold pursuant to special announcement that rebates will not be made with respect thereto.

4. Delivery of goods sold hereunder shall be f. o. b. point of shipment. Otherwise, terms of shipment shall be governed by Goodyear's policy in effect at the time of shipment. Goodyear shall not be liable for any delay in delivery or failure to deliver caused by fire, flood, strike, war, interruption of transportation facilities, inability to obtain merchandise, restriction by any governmental authority, or other cause, similar or otherwise, beyond Goodyear's control. During any such contingency Goodyear will endeavor in good faith to allocate deliveries fairly among its customers, but expressly reserves in its discretion, without liability to the Dealer, the final determination of deliveries to be made.

5. Terms of settlement shall be: all invoices due 10th proximo, with cash discount as applicable from time to time under Goodyear's established policy.

6. Upon failure of the Dealer to make any payments when due, Goodyear may, at its option, cancel this agreement or defer additional shipments until overdue accounts have been paid. Goodyear may decline to make deliveries except for cash whenever it is not satisfied with Dealer's financial responsibility.

7. The Dealer agrees to refer all claims for adjustment to Goodyear, it being understood that this agreement does not confer on the Dealer any authority to make adjustments in behalf of Goodyear, nor any authority to warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall expire five (5) years from date of execution unless otherwise previously terminated as hereinafter provided. It cancels and supersedes any other Service Station Agreement and any other sales agreement now in effect between the parties covering the sale by Goodyear to the Dealer of any product included hereunder.

14. This agreement may be cancelled upon thirty (30) days' written notice by the Dealer to Goodyear, or by Goodyear through its local manager to the Dealer. At the expiration of said thirty (30) days, Goodyear shall have the right to cancel all unfilled orders, and during such time may refuse any orders in excess of the average thirty-day requirements of the Dealer based on orders actually given hereunder during the term hereof.

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

Dated _____, 19____

Per Robt. W. H. H. H.
Vice President

Accepted _____
Dealer

Countersigned _____
District Manager

Per _____
(Title)

Printed in U. S. A.

City _____ State _____

For information only—not a part of Service Station Agreement

Check one—

New Account ☐
Renewal ☐

Date Dealer Started with Goodyear _____

Date Friendly Relations Plaque Due _____

SERVICE STATION AGREEMENT STUB

District _____ Dist. No. _____ Date of Contract _____

Firm Name _____
(Print name as on Contract)

Owner's or Official's Name _____
(Print name as on Contract)

Street Address _____
(Print name as on Contract)

Town _____ County _____
(Print) P. O. Unit _____

State _____ Akron P. P. Zone _____
(Print)

Principal Business _____
Make of Car, Truck or Tractor _____
Handled _____
Estimated Annual B-94 Volume \$ _____
Appliance _____
Line _____
Featured _____
Radio _____
Line _____
Featured _____
Brand of Gasoline _____
Featured _____

Check following boxes to show which prices initially should be sent to Dealer—First set of prices is supplied by Salesman or District—Price changes are mailed by Akron to Dealer.

Products checked should be same as specified in agreement.

Auto & Truck Tires & Tubes <input type="checkbox"/>	Brake Lining <input type="checkbox"/>
Industrial Tires & Tubes <input type="checkbox"/>	Car & Home Merchandise <input type="checkbox"/>
Farm Tires & Tubes <input type="checkbox"/>	Use G-964 Form to get Dealer on mailing list <input type="checkbox"/>
Batteries & Battery Cables <input type="checkbox"/>	Camelback & Repair Material <input type="checkbox"/>
Check one	
Contract Dealer <input type="checkbox"/>	
Distributor <input type="checkbox"/>	
Service Distributor <input type="checkbox"/>	
Preferred Distributor <input type="checkbox"/>	
Wholesaler <input type="checkbox"/>	
Zone Wholesaler <input type="checkbox"/>	

Field Repr.—Fill out completely in duplicate—Send both copies of contract with stubs to District Office.
District—Send original copy of Contract with stub to Wholesale Field Operating Dept., Akron. Retain other stub for District file and mail other copy of contract to Dealer. Remove stub as Contract is cancelled.

1805

COMMISSION EXHIBIT NO. 44F.

GOODYEAR

SERVICE STATION AGREEMENT

BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY, INC., having a place of business at Akron 16, Ohio, hereinafter called Goodyear, and

located at

hereinafter called Dealer.

Number

Street

Town

Zone No.

County

State

1. The Dealer agrees to engage actively in the sale and distribution of the items of Goodyear merchandise listed below which are checked in the space opposite thereto, and to carry such merchandise in stock in sufficient quantities to insure prompt service, and to render Goodyear service to the consumer:

- | | |
|---|---|
| <input type="checkbox"/> Automobile Casings and Tubes | <input type="checkbox"/> Batteries and Battery Cables |
| <input type="checkbox"/> Pneumatic Truck and Bus Casings and Tubes | <input type="checkbox"/> Car and Home Merchandise |
| <input type="checkbox"/> Industrial Tires and Tubes | <input type="checkbox"/> Tread Rubber and Repair Material |
| <input type="checkbox"/> Farm Tractor and Implement Tires and Tubes | |

Any item above listed not initially included may be added, and any item may be removed at the written request of the Dealer, approved by the Goodyear District Manager. The Dealer will not substitute or attempt to substitute other products when the consumer requests Goodyear products.

2. The Dealer is hereby designated a Goodyear Service Station Dealer. Goodyear will give the Dealer such assistance in advertising, instructions in Goodyear service, and such aid generally as Goodyear gives to such Service Station Dealers in carrying out its policy of distribution. The Dealer shall be entitled to purchase each such product at the prices specified in the list applicable thereto called "Goodyear Prices," or, with respect to any product to which such list does not apply, then at the prices in such other list as is applicable, less such discounts and allowances as Goodyear may from time to time allow to its Service Station Dealers in such products and subject to the conditions set forth in such list. It is understood that such prices, discounts, allowances, and conditions are subject to change by Goodyear from time to time without notice to the Dealer, and all shipments will be billed at prices (including amount of any Federal excise tax) in effect on date of shipment.

3. In case of a concurrent decline in "Goodyear Prices" or, with respect to any product to which such list does not apply, then in the prices in such other list as is applicable, and in Goodyear's net prices to its Service Station Dealers on casings and tubes, Goodyear will rebate to the Dealer by merchandise credit in accordance with Goodyear's regular policy then in effect on all new first class Goodyear casings and tubes invoiced by Goodyear to the Dealer hereunder within thirty (30) days prior to the date of such concurrent reduction, provided, however, that such rebates will not be granted with respect to casings or tubes sold pursuant to special announcement that rebates will not be made with respect thereto.

4. Delivery of goods sold hereunder shall be f. o. b. point of shipment. Otherwise, terms of shipment shall be governed by Goodyear's policy in effect at the time of shipment. Goodyear shall not be liable for any delay in delivery or failure to deliver caused by fire, flood, strike, war, interruption of transportation facilities, inability to obtain merchandise, restriction by any governmental authority, or other cause, similar or otherwise, beyond Goodyear's control. During any such contingency Goodyear will endeavor in good faith to allocate deliveries fairly among its customers, but expressly reserves in its discretion, without liability to the Dealer, the final determination of deliveries to be made.

5. Terms of settlement shall be: all invoices due 10th proximo, with cash discount as applicable from time to time under Goodyear's established policy.

6. Upon failure of the Dealer to make any payments when due, Goodyear may, at its option, cancel this agreement or defer additional shipments until overdue accounts have been paid. Goodyear may decline to make deliveries except for cash whenever it is not satisfied with Dealer's financial responsibility.

7. The Dealer agrees to refer all claims for adjustment to Goodyear, it being understood that this agreement does not confer on the Dealer any authority to make adjustments in behalf of Goodyear, nor any authority to warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall expire five (5) years from date of execution unless otherwise previously terminated as hereinafter provided. It cancels and supersedes any other Service Station Agreement and any other sales agreement now in effect between the parties covering the sale by Goodyear to the Dealer of any product included hereunder.

14. This agreement may be cancelled upon thirty (30) days' written notice by the Dealer to Goodyear, or by Goodyear through its local manager to the Dealer. At the expiration of said thirty (30) days, Goodyear shall have the right to cancel all unfilled orders, and during such time may refuse any orders in excess of the average thirty-day requirements of the Dealer based on orders actually given hereunder during the term hereof.

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

Dated _____, 19____

Per *John H. Smith*
Vice President

Accepted _____
Dealer

Countersigned _____
District Manager

Per _____
(Title) City State

Printed in U. S. A.

For information only—not a part of Service Station Agreement

Check one—
New Account ☐
Renewal ☐

Date Dealer Started with Goodyear _____

Date Friendly Relations Plaque Due _____

SERVICE STATION AGREEMENT STUB

District _____ Dist. _____ Terr. No. _____ Date of Contract _____

Firm Name _____
(Print same as on Contract)

Owner's or Official's Name _____
(Print same as on Contract)

Street Address _____
(Print same as on Contract)

Town _____ County _____
(Print) P. O. Unit _____

State _____ Akron P. P. Zone _____
(Print)

Principal Business _____
Make of Car, Truck or Tractor _____
Handled _____
Estimated Annual B-94 Volume _____
Appliance Line _____
Featured _____
Radio Line _____
Featured _____
Brand of Gasoline _____
Featured _____

Check following boxes to show which prices initially should be sent to Dealer—First set of prices is supplied by Salesman or District—Price changes are mailed by Akron to Dealer.

Products checked should be same as specified in agreement.

Auto & Truck Tires & Tubes <input type="checkbox"/>	Car & Home Merchandise
Industrial Tires & Tubes <input type="checkbox"/>	Use G-964 Form to get Dealer on mailing list
Farm Tires & Tubes <input type="checkbox"/>	Tread Rubber & Repair Material <input type="checkbox"/>
Batteries & Battery Cables <input type="checkbox"/>	
Check one	
Dealer No. 287 <input type="checkbox"/>	
Dealer No. 352 <input type="checkbox"/>	
Jobber "B" <input type="checkbox"/>	
Jobber "A" <input type="checkbox"/>	

1807

General Line Salesman—Fill out completely in duplicate—Send both copies of contract with stubs to District Office.
District —Send original copy of Contract with stub to Wholesale Field Operating Dept., Akron. Retain other stub for District file and mail other copy of contract to Dealer. Remove stub as Contract is cancelled.

COMMISSION EXHIBIT NO. 44G.

1813 COMMISSION EXHIBIT NO. 46A.

March 7, 1951

Mr J E Mayl
Vice President
cc Victor Holt
D T Buchanan
H F Cook
Paul Fritsch
H G Harper
Mr O'Neil
S A Gaylord

Subject: Atlantic Refining Co Philadelphia

Confirming our long distance conversation, Atlantic have set up a meeting at Philadelphia for 2 P. M., Wednesday, March 14, at which time Mr Heideman would like to have us present our Advertising, Sales Promotion and Identification programs to Atlantic head office personnel.

The meeting to start in Mr Heideman's Office, 12th Floor, Atlantic Bldg., 260 S Broad Street, Philadelphia.

Attending for Atlantic—

Mr Heideman and Mr Paxson—Mgr. and Ass't. Mgr.
TBA Sales

Mr Cox—Sales Promotion Mgr.

Mr Butler—TBA Promotion Mgr.

Mr Raymond—Service Station Equipment

Mr Richard Borden—Advertising Mgr. & Station Identification, etc.

From conversation here today, my suggestions are, as follows:

1. We should present an outline of our plans for Magazine, Newspaper, Radio and Television advertising—with some of our current ads. etc.

Also, Dealer cooperative plan, plus special deals for station openings, etc. Also, review of Dealer 1951 Advertising Book. Dave Buchanan has a fine story on this.

2. Atlantic are in a rush to agree on identification program and get started quickly. Paul Fritsch should be in position to make our recommendations at this meeting.

Note: Firestone are changing color scheme and test stations are being identified and photographed in color this week.

- 1815 3. Atlantic are anxious to get entire outline of our Promotional program. They also want an advance calendar of our promotions so they can coordinate with Atlantic Service Bulletins, which they issue regularly. Hank Cook has been advised regarding this and has previously called on Atlantic, so if everyone is agreeable believe he should handle this part of the program.

4. Balance of meeting refers to changing over Exide Battery Merchandisers (now in the hands of Atlantic Dealers) to Goodyear identification. Henry Harper has been working on this. Atlantic want to see what we plan—approve it and get into action quickly.

Note: This come under Atlantic Sales Promotion Dept. Atlantic Sales Promotion Dept. have in stock 57 Exide DeLuxe Merchandisers, consisting of trickle charger with 9 battery rack and 28 of Standard type—trickle charger and 6 battery capacity. These will be set up for this meeting. We have considered buying these for conversion account shortage of our material.

Atlantic cost is DeLuxe \$24.95—Standard \$19.95

Mr Harper or Mr Thomas should attend so these angles can be finalized.

Probably I will plan to attend this meeting. In any event will be in Akron next Monday to discuss in detail with interested departments.

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1817 COMMISSION EXHIBIT NO. 47A-B.

The Atlantic Refining Company
Philadelphia, Pa.

April 26, 1951

SS:JMA

Tire Adjustments
Atlantic-Lee Road Hazard Guaranty

Messrs. R. S. Zinn, Wilmington, Del.
H. N. Bentz, Allentown, Pa.
A. N. Hare, Scranton, Pa.
G. L. Weer, Wilkes-Barre, Pa.
R. W. Engle, Harrisburg, Pa.
L. W. Slaughter, Reading, Pa.
R. M. Outland, Williamsport, Pa.
T. E. Hillyer, York, Pa.

This letter outlines the procedure under which Atlantic dealers and distributors may effect adjustments of Lee Tires under the new T.B.A. Programs we have established with the tire company.

Adjustments on Atlantic/Lee Guaranty Forms Issued Prior to May 1, 1951

Atlantic Dealers and Distributors who have elected to adopt our new Tire Company program may continue to honor all bona fide adjustment claims on Lee Tires which were sold prior to May 1, 1951 with the Atlantic/Lee Road Hazard Guaranty. Dealers will follow the same adjustment policy as heretofore by adhering to the terms stated on the guaranty form. Tires adjusted in this manner will be referred to the new tire supply point for adjustment with the tire companies' brand of tire, in accordance with the tire companies' policy.

Adjustments on Atlantic/Lee Guaranty Forms Dated on and After May 1, 1951

Atlantic Dealers and Distributors may continue to issue the Atlantic/Lee Road Hazard Guaranty to cover sales of Lee Tires (subject to Road Hazard Warranty) which were purchased from The Atlantic Refining Company. The "Company Copy" of each Atlantic/Lee Guaranty Form issued on and after May 1, 1951 must be mailed by the dealer to the local Atlantic District Office. District Offices are to forward these guaranty forms to their Region Office.

Dealers may accept these guaranty forms and satisfy bona fide adjustment claims in accordance with the terms of the Atlantic/Lee Guaranty provided the "Company Copy" of the guaranty form is in the possession of Region Office.

Due to the rapid movement of stocks, and the short supply position, there should be relatively few adjustments claimed on tires sold on and after May 1, 1951. However, Regional Offices will be required to maintain files of the "Company Copy" of these guaranty forms for an extended period of time, since there are a quantity of Winter/Sum-

mer tires and of slow-moving sizes of tires in conventional tread deising in dealer's stocks.

1819 Dealers requested to make adjustments on guaranty forms dated May 1, 1951 and later, must determine that the "Company Copy" of the guaranty is on file with Atlantic prior to satisfying the adjustment claim.

Dealers who receive bona fide adjustment claims on tires sold by them May 1, 1951 and later, may with confidence make immediate adjustment, provided they had mailed the "Company Copy" of the guaranty form to the District Office.

Atlantic/Lee Guaranty Forms now in the possession of Atlantic Dealers should be picked up by Atlantic salesmen and forwarded to the District Office where they should be destroyed. The salesmen should leave with the dealers, however, a quantity of Atlantic/Lee Guaranty Forms exactly equal to the number of Lee Tires purchased from the Atlantic Refining Company which the dealer has on inventory.

Class I Service Stations—Atlantic/Lee Guaranty Forms

Service station personnel at Class I stations may make adjustments for Lee Tires in accordance with the procedure outlined for dealers and distributors except that approval must first be obtained from District Offices prior to making adjustments for tires covered by guaranty forms dated May 1, 1951 or later.

J. P. Miller

2424

Commission Exhibit No. 47C.

1821

COMMISSION EXHIBIT NO. 47C.

("A" Series)

Sales Department Instructions

Akron 16, Ohio

Date 5-31-51

Subject. Handling Exide Battery Adjustments for
Atlantic Dealers

Deliver To District Manager. No.

cc District Service Reps

Following Districts—Philadelphia Hartford

Boston Newark Albany Syracuse Buffalo

Original instructions covering replacement of Defective Exide Batteries for Atlantic Refining/ Company dealers limited replacements to Defective Exide Batteries that failed within 90 days of service. This policy has now been broadened so that all Exide Batteries originally sold by Atlantic Refining Company Dealers will be adjusted if they fail prematurely.

Hereafter, a Defective Exide Battery will be replaced in the same manner as a Defective Goodyear Battery. Atlantic Refining Company dealers may present a Defective Exide Battery together with the proper Exide Warranty Certificate to the dealer who supplies them with Goodyear Batteries, or to the District Service Department for adjustment.

If the Exide Battery was originally sold by an Atlantic Refining Company dealer and fails within 90 days service it will be replaced with the corresponding size and type of Goodyear Battery free of charge.

If the Exide Battery has given more than 90 days service, but failed in normal service because of some defective

condition it will be adjusted by supplying a Goodyear Battery, of corresponding size and type, at a pro rata price based on current Goodyear List Price and miles or months of service as indicated on the Exide Battery Certificate accompanying the battery.

If the pro rata adjustment price plus scrap value of the battery amounts to as much or more than the Atlantic dealer's buying price of the battery, the Atlantic dealer will be expected to handle the adjustment without referring it to the supplying dealer or the District.

When the Exide adjustment is handled for the Atlantic dealer either by a Goodyear supplying dealer or the District the regular handling allowance will apply.

Exide Batteries will be replaced on a B-46 form. Write the word "Atlantic" at the top of the form in large letters. Staple Akron copies together and forward to Akron in the regular manner. Do not include both Goodyear Batteries and Exide Batteries on any one B-46 form.

All batteries adjusted by the District Service Department must be forwarded to the District, freight prepaid, where they will be disposed of in the regular manner. Operating instructions relative to the proper accounting and recovery will be received by the District shortly.

Approvals (Illegible)

Originated By (Illegible)

Department Manager—Service Department

1823

COMMISSION EXHIBIT NO. 47D.

Include Exide Battery replacements in your Monthly Report of Atlantic-Lee tire and tube replacements.

COMMISSION EXHIBIT NO. 47E. 2427

FEDERAL TRADE COMMISSION
DOCKET NO. 6981 COMMISSION EXHIBIT NO. 47E

THIS GUARANTY WILL BE HONORED BY ANY OF THE LEE TIRE DEALERS FROM COAST TO COAST, EXCEPT WHEN IT COWEN 15" AND 16" COMMERCIAL TRUCK TIRES, IN WHICH CASE IT WILL BE HONORED ONLY BY ATLANTIC LEE DEALERS.

Passenger Service ☐ TYPE ☐ Super Do Lane ☐ ☒ **No. 124921**
Commercial Service ☐ TIRE ☐ Do Lane ☐ Winter-Summer ☐ DATE **7/30/50**
Commercial Truck tires 15" and 16" only. ☐ **SERIAL No. 15238623**
TO: **DAVID YEE** **7/30/50**
ADDRESS: **Union N.Y.** **SEE 108-640 x 16**
Purchaser of LEE of Conshohocken Tire

LEE of Conshohocken Tires

GUARANTEED UNDER THE TERMS STIPULATED ON THE BACK HEREOF.

Ely K...
(Dealer's Name of Station)

The Atlantic Refining Company

A COPY ☐ (State) ☐
CUSTOMER'S COPY

THIS GUARANTY DOES NOT COVER MUD & SNOW OR TRUCK AND BUS TIRES EXCEPT 15" AND 16" COMMERCIAL TRUCK TIRES.

LEE of Conshohocken Tires GUARANTY AGAINST ROAD HAZARDS AND DEFECTIVE WORKMANSHIP AND MATERIAL

The LEE of Conshohocken Tire identified on the reverse side is guaranteed for its life against defective workmanship and material and guaranteed from date of purchase in passenger car service or passenger car in commercial service or commercial light truck for the appropriate period indicated below, against any condition that may render the tire unfit for further service, where such condition is due to ordinary wear and tear, or damage incident caused by blow-outs, cuts, bruises, rim cuts, under-inflation, wheel out of alignment, faulty brakes, or any road hazard.

The liability under this guaranty is limited strictly, at the option of the LEE or ATLANTIC LEE dealer, either to repairing the tire without charge or to replacing it with a new LEE of Conshohocken Tire of the same type and size. If so replaced Purchaser shall pay for the replacement tire at the applicable replacement rate shown below for each month or fraction thereof which has elapsed since the date of purchase. Such replacement charge shall be computed from the LEE or ATLANTIC LEE dealer's then current retail price for the replacement tire. If claim is made under this guaranty on any day within the last month of the guaranty period, one month's allowance at the above replacement rate shall be credited to Purchaser against said replacement charge. PROVIDED, however, that if a cross appears in any of the following boxes:

Faulty Brakes ☐ Improperly Mounted ☐ Wheels out of Alignment ☐ Overloaded ☐

such cross indicates that the LEE Tire identified on the reverse side has been sold as a replacement tire under a previous guaranty, and this guaranty will not cover any damage to such tire resulting directly or indirectly from the cause or causes checked above. This guaranty does not cover repair or replacement of tubes under any circumstances; replacement of the tire if lost or stolen; repair or replacement of the tire if damaged by fire, or pair of tire puncture damage, or any consequential damage. THIS GUARANTY AND THE TIRE DESCRIBED ON THE REVERSE SIDE SHALL BE DELIVERED TO THE LEE or ATLANTIC LEE DEALER WHEN MAKING A CLAIM HEREUNDER.

PERIOD OF ROAD HAZARD GUARANTY

	PASSENGER CAR SERVICE	REPLACEMENT RATE	COMMERCIAL SERVICE	REPLACEMENT RATE
Super Do Lane	18 months	1/15 per month	7 months	1/7 per month
Do Lane	12 months	1/15 per month	6 months	1/6 per month
Winter-Summer	12 months	1/15 per month	6 months	1/6 per month
Shouldered	6 months	1/6 per month	6 months	1/6 per month
15 and 16" Commercial Truck only	6 months	1/6 per month	6 months	1/6 per month

THIS GUARANTY MUST BE PRESENTED WHEN MAKING CLAIM FOR ADJUSTMENT, AT A LEE or ATLANTIC LEE DEALER'S TO COAST 15" AND 16" COMMERCIAL TRUCK TIRES IN WHICH CASE IT WILL BE HONORED ONLY BY ATLANTIC LEE DEALERS.

1826 COMMISSION EXHIBIT NO. 48A.

Phone 662

Room 210

From
S. J. Heideman

Mr. S. A. Gaylord:

Enclosed is Bulletin released 6/29 for your perusal.
W. C. Hoffman

1827 Federal Trade Commission.

Docket No. 6486. Commission Exhibit 48-A.

In the Matter of Goodyear, et al.

Date 30 Oct. 1956. Witness

Ace Reporting Co., Official Reporter.

By Anderson

1828 COMMISSION EXHIBIT NO. 48B-E.

Goodyear T.B.A. Bulletin #22

June 29, 1951

Goodyear Program.

Goodyear has released on indicated date the following information:

T.B.A.

Goodyear Program for Station Identification: Goodyear now expects to begin their Identification Program in the New England and New York Regions the week of July 15th instead of the week of July 2nd, as mentioned in Goodyear T.B.A. Bulletin #21.

Progress Report. Attached is a Progress Report received from Goodyear which presents the results of activities through June 25, 1951 by Goodyear District. May we

please have the report requested in Goodyear T.B.A. Bulletin #17 dated June 1, 1951.

Price Books. 6/5/51. A letter was mailed to Goodyear Dealer Price Book subscribers attaching a recap list of price schedules. These schedules should be in the Price Book so that the Price Book will be up to date. Any obsolete price schedules found in the book should be removed. If any of the current price schedules listed in the recap are not in the book, the Goodyear Field Representative who carries a limited supply of list prices should be contacted.

Tires & Tubes

Direct Mail Advertising. 6/18/51. The #3 issue of "Motorist's Guide" in your dealer's Auto Tire Direct Mail Campaign has been mailed to those names on the mailing list or dealers who subscribe to this service.

Federal Excise Tax. 6/26/51. Price lists covering all tire and tube lines excepting bicycle tires and tubes are revised as of July 2, 1951, to show the new excise tax amounts. These price lists have been mailed to Price Book holders.

Batteries

Clarite Battery. 6/8/51. Goodyear has received numerous inquiries from the field regarding the real value of the so-called Clarite Battery. Laboratory tests have been made on these batteries and advertising claims also have been investigated. The results of the tests and investigations are listed on the attached release which is for your T.B.A. Coordinator.

Farm Tractor Batteries. 6/12/51. Since some competitors have a special "Tractor Battery," Goodyear has had several requests for the addition of such a battery in their line. Their YKL HD Dry-Proof is such a battery. It is built for extra or severe service, and is ideal for farm tractor use. They will make available "Tractor Type

(Code G-618) and "Commercial Type" (Code G-617) identifying stickers for those dealers who feel that a battery recommended for tractor, truck or taxicab use must be so identified. A copy of this release is attached for your T.B.A. Coordinator.

Accessories

Fan Belts, Radiator Hose and Car Mats. Goodyear has set up a program for handling sales of Fan Belts, Radiator Hose and Car Mats and Miscellaneous Products 1830 to Atlantic Refining Company outlets, as follows:

- (1) The names of Atlantic Distributors and Dealers acting as Supplying Dealers, and Goodyear Dealers and Goodyear Stores acting as Supplying Dealers will be submitted to the Automotive Jobber Sales District Representative.
- (2) Automotive Jobber Sales District Representative will contact each of the qualified Atlantic accounts referred to in (1) above, for the purpose of signing them on an "A" Jobber Agreement (Form 719-9 (3-50)), and, at the same time, securing information requested on Application for Approval (Form 719-14 (3-51)), forwarding same to Akron, Department 719, along with the signed "A" Jobber Agreement. It will not be necessary to forward Application for Approval (Form 719-14 (3-51)) in advance of "A" Jobber Agreement as both forms will be processed simultaneously.
- (3) Atlantic accounts, when signed as "A" Jobbers and countersigned by Akron, will be extended Automotive Jobber Sales current Price Schedule 500A. The current Price Schedule 500A is Form 719-22, dated December 11, 1950. Shipments will be made from Goodyear Newark Automotive Jobber stocking warehouse to those accounts in the

Goodyear Newark, New York, and Philadelphia District, and from the Goodyear Boston Automotive Jobber stocking warehouse to those accounts in the Goodyear Albany, Boston, and Hartford Districts, and from the Massillon, Ohio Automotive Jobber stocking warehouse to those accounts in the Goodyear Syracuse and Buffalo Districts, until such a time as a satisfactory "AA" Automotive Jobber is appointed to render local service. Local service from "AA" Jobber will not change the price quoted the Atlantic accounts.

Goodyear will begin signing the eligible Atlantic accounts on the "A" Jobber program in the Philadelphia-New Jersey Region before introducing the program in the New England and New York Regions. It is estimated it will take them 30 to 45 days to complete this work in the Philadelphia-New Jersey Region.

(4) When Atlantic accounts have been duly signed, it shall be the duty of Automotive District Salesmen and/or Automotive Missionary Men to:

(a) Resleeve all belts on hand with Goodyear conversion sleeves properly marked with corresponding Goodyear belt number.

(b) Install fan belt racks as directed by the dealer.

(c) Hang the belts in consecutive number order.

(d) Properly instruct the dealer in the use of Goodyear catalog and price schedules, and also his cost and suggested resale price schedules.

(e) The proper amount of catalogs and price schedules will be sent from Akron, as per request on reverse side of Application for Approval (Form 719-14). At least one copy of

catalog and price schedules will be left with the dealer pending arrival of above.

- 1832 (f) Suggested Trade Resale schedules to be used by Atlantic "A" Jobber when selling the Atlantic accounts he serves are Schedules 502, 503, and 504.

It should be clearly explained to the Atlantic account signed as an "A" Jobber that these schedules are competitive with the industry and that he (the Atlantic "A" Jobber) is to determine which one of these schedules he desires to use when selling the dealer he serves.

- (5) Atlantic dealers served by Atlantic accounts ("A" Jobbers):

(a) The Automotive Jobber District Man will secure from the Atlantic accounts ("A" Jobbers) a list of Atlantic dealers being served.

(b) He will then proceed with his Missionary Men to contact such dealers and change them over to Goodyear, the same as he changed over the Atlantic account. ("A" Jobber).

- (6) "A" Jobber profit:

When the above buys at Schedule 500A and sells at:

Schedule 502, the Gross profit on the sale is 30%

Schedule 503, the Gross profit on the sale is 37%

Schedule 504, the Gross profit on the sale is 43%

- (7) Atlantic dealer being served by an "A" Jobber:

When the above buys at schedule shown below and sells at list Schedule 506:

Schedule 502, the Gross profit on the sale is 48%

Schedule 503, the Gross profit on the sale is 43%

Schedule 504, the Gross profit on the sale is 37%

- (8) Schedule 504 is not generally used in selling dealers. It is primarily intended for the dealer who does not carry a stock and picks up a belt when needed.

Schedule 503 is mostly used for dealers who carry a small stock.

Schedule 504 is used for the large stocking dealer who carries a substantial stock of several sizes and is classed as a Service Stock Dealer.

- (9) Summary:

With the "A" Jobber price extended to Atlantic accounts acting as Supplying Dealers showing an especially adequate profit when selling the dealer he serves, and a similar profit to the dealer when selling at list, plus the availability provided and the missionary work extended by Goodyear as well as placing the Atlantic Supplying Dealer competitive with the industry, the results should be gratifying to all concerned.

1834 We are mailing to your T.B.A. Coordinator, under separate cover, an Automotive Products Jobber Catalog #250.

Accessories

Ted Williams Car Nu/Car-Plate Deal. 6/15/51. A Sales Brochure, an ad reprint and dealer catalog page covering S. C. Johnson & Sons' Ted Williams Car Nu/Car-Plate Deal has been mailed to all names on the Car and Home Catalog mailing list.

S. J. Heideman

1836 COMMISSION EXHIBIT NO. 48F.

The Atlantic Refining Company
Progress through June 25, 1951

	N. Y. Phila. Newark Buffalo Albany					Syracuse	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate-dealers through agreed supply points.	12	552	203	144	32	184	288	1625
2. Total number of Atlantic Supply-ing Dealers signed direct.	0	16	8	12	4	5	21	72
3. Total number of Goodyear Dealers & Stores acting as supply points.	2	0	19	15	12	13	22	105
4. Lee Tires Adjusted	0	302	32	83	29	107	149	766
5. Batteries Adjusted to Date	0	4	0	1	0	0	3	9
6. Introductory Display Packages Sold	13	439	7	143	33	99	230	1089

2436

Commission Exhibit No. 49.

1838

COMMISSION EXHIBIT NO. 49.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

July 31, 1951

TBA SJH
Goodyear Program

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

We do not know whether sales of major home appliances represent any substantial sales volume; in fact we are inclined to think they do not. It is a fact, however, that Firestone's sales of these products to Atlantic dealers are reported and credited to The Atlantic Refining Co. This is another item that may have a bearing on the overall sales performance and the disparity that exists in the results secured in the two divisions of our marketing area.

I realize that the contract that we have jointly executed excludes these products from commission consideration, but believe at the present time it would be worthwhile to reconsider this point. It was my understanding that commissions could not be paid on these products because of the very narrow distributor margin that Goodyear enjoys. I don't know what the margin is, but the inference is there is some margin. This, you will admit, is far better than the situation that exists on Super Pyro anti-freeze, where you are willing to sell the product to our dealers at your cost and to pay us a full commission besides.

I don't quite see why you should refuse to pay commis-

sions on big ticket merchandise, where the possibility of some net profit exists, while you continue to commit yourself to payment of commissions on an anti-freeze deal that must of necessity involve a net loss.

Will you kindly advise me the results of your reconsideration of this question?

Cordially yours,

/s/ S. J. Heideman

S. J. Heideman

1840 COMMISSION EXHIBIT NO. 50.

August 6, 1951

H G Harper

J W Basista

J W O'Neill—Philadelphia

Mr. S. J. Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia, Pa

Subject: Major Home Appliances

Dear Mr. Heideman:

We have your favor of July 31 in which you ask that we reconsider the question of paying Atlantic sales commission on sales of Major Home Appliances.

Apparently there is some misunderstanding because Major Home Appliances are not carried in the Goodyear C & H M Line. By that I mean, we do not stock such merchandise in our warehouses or carry listings in our catalogue or price lists.

We do have a working arrangement with G-E, Motorola, Admiral, etc. in connection with our Retail Stores and Dealers to assist such accounts that may qualify in securing franchises from these companies for them if such an arrangement can be worked out.

It is true that Firestone does market these products under its own brand as a part of its regular line. However, outside of accommodation purchases we have no evidence of Service Stations selling or stocking the line.

In our various discussions with you Mr. Harper and myself have outlined our policy and the lines which we carry. While we do not carry Major Home Appliances we do offer a complete line of electrical traffic appliances, which no doubt you are familiar with.

Our Fall and Winter Car and Home Catalogue will be off the press and in the mail this week and I am attaching an advance copy to you herewith.

The question you raised in your letter regarding Super Pyro is not to our liking. It is simply a case of being competitive at the carload price which is offered by the manufacturer on a direct basis to any jobber or purchaser that qualifies.

We also quote Super Pyro in lesser quantities on a competitive basis and realize a profit on such sales. 1842 Car-load shipments are shipped direct by the manufacturer, therefore, do not require handling or warehousing on our part.

If you desire to discuss this question further we, of course, will be glad to do so.

Yours very truly,
Manager—Petroleum Sales Department.

S A Gaylord
lfm

1844

COMMISSION EXHIBIT NO. 51.

cc: Mr. S. A. Gaylord, Manager Petroleum Sales, Akron

August 7, 1951

Mr. S. J. Heideman, Manager
Tires, Batteries and Accessories Sales
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pa.

Dear Mr. Heideman:

Having reviewed your letter of July 30th, I am pleased to outline below for your consideration steps that I suggest to be followed in the handling of a new Atlantic Dealer on the Goodyear T. B. A. Programs:

1. Arrange for double team contact by the Goodyear and Atlantic salesman.
2. Complete Form 1209 (Providing dealer is being signed direct through Goodyear District, Goodyear Service Store, Goodyear Independent Dealer.)
3. Complete contract (Associate or Direct Dealer.)
4. Prepare Goodyear financial statement for credit (Form G-39).
5. Take stock order (Tires, Batteries and Accessories).
6. Furnish initial price lists, tires, batteries and accessories. Claim forms, tires and battery warranty.
7. Take order for Atlantic Introductory Display Package.
8. Take order for Price Books, Specification literature, etc.
9. Complete identification (Form A-98101L for the installation of valances and signs).

2440

Commission Exhibit No. 51.

10. Take equipment order (tire stands, battery display stands (PowR-Save, Sr. and Jr.) battery chargers, used tire racks, etc.).

If I can be of any further assistance to you on this matter do not hesitate to contact me.

Yours very truly,

Joe O'Neill

Division Petroleum Representative

J. W. O'Neill

mmc

COMMISSION EXHIBIT NO. 51A. 2441

REQUEST FOR IDENTIFICATION FIELD SERVICE (A98101L)

Petroleum Stations listed below as requiring identification, are serviced by—

CX51A



SUPPLYING DEALER

ADDRESS

PHONE

CITY

STATE

CONTACT MR.

Use this form to list calls which Supplying Dealer requests to be made for new or improved identification.

Goodyear Identification Representatives will work with T&A Supplying Dealers and Goodyear field personnel to demonstrate the use of valances and signs available for quick,

permanent identification.

Thus, Supplying Dealers, in making their regular calls on petroleum stations, will be able to keep the identification right up to the minute using signs, valances and hardware supplied by Goodyear without charge.

	TOWN & STATE	DEALER NAME	ADDRESS	PETROL APPL.	NEED SIGNS	NEED VAL.	COMMENTS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

FEDERAL TRADE COMMISSION
 REQUEST NO. 486
 IN THE MATTER OF Goodyear
 DATE 4/4/47
 WITNESS
 AGG. REPORTING CO. Official Reporter
 By [Signature]

District

General Line Salesman

Address

Phone

1846

1847 COMMISSION EXHIBIT NO. 52A-B.

Goodyear

Summary of Sales and Commissions Covered by the Sales
Commission Plan Atlantic Refining Company.

Year and Month	Sales Volume
May 21, 1950 thru June 20, 1950	\$ 271
June 21, 1950 thru July 20, 1950	13,344
July 21, 1950 thru Aug. 20, 1950	35,118
Aug. 21, 1950 thru Sept. 20, 1950	27,188
Sept. 21, 1950 thru Oct. 20, 1950	25,864
Oct. 21, 1950 thru Nov. 20, 1950	21,366
Nov. 21, 1950 thru Dec. 31, 1950	42,427
Jan. 1, 1951 thru Jan. 20, 1951	7,924
Jan. 21, 1951 thru Feb. 20, 1951	19,614
Feb. 21, 1951 thru Mar. 20, 1951	22,024
Mar. 21, 1951 thru Apr. 20, 1951	217,865
Apr. 21, 1951 thru May 20, 1951	281,982
May 21, 1951 thru June 20, 1951	306,475
	<u>Commissions</u>
May 21, 1950 thru June 20, 1950	\$ 27.10
June 21, 1950 thru July 20, 1950	1,334.40
July 21, 1950 thru Aug. 20, 1950	3,492.63
Aug. 21, 1950 thru Sept. 20, 1950	2,195.93
Sept. 21, 1950 thru Oct. 20, 1950	2,424.95
1848 Oct. 21, 1950 thru Nov. 20, 1950	1,881.88
Nov. 21, 1950 thru Dec. 31, 1950	4,090.03
Jan. 1, 1951 thru Jan. 20, 1951	658.65
Jan. 21, 1951 thru Feb. 20, 1951	1,858.35
Feb. 21, 1951 thru Mar. 20, 1951	2,086.85
Mar. 21, 1951 thru Apr. 20, 1951	21,296.99
Apr. 21, 1951 thru May 20, 1951	27,792.79
May 21, 1951 thru June 20, 1951	29,972.53

2444

Commission Exhibit No. 56

1851

COMMISSION EXHIBIT 54.

Goodyear.

Dollar Volume of Sales to Atlantic Accounts Upon Which
Commissions Were Paid, and the Amounts of Such Com-
missions, 1951, 1952 and the First Six Months of 1953.

	1951		1952		6 Mo. 1953	
	T.B.A. Volume	Commis- sion	T.B.A. Volume	Commis- sion	T.B.A. Volume	Commis- sion
Atlantic	2,445,808	239,250.36	4,175,890	411,743.05	2,239,174	221,329.29

1854

COMMISSION EXHIBIT NO. 56.

Goodyear

To S A Gaylord, Manager

Dept. Petroleum Sales

At Akron

Terr. #

Copy to E C Sauter

From

Store.....Ter. #.....

District or Deport New York Terr. #.....

General Office.....

Date August 3, 1951

Answering Letter Dated

Subject Republic Oil Co.

The attached from Eddie Sauter regarding Republic Oil
and the possibility of their handling our products is a
matter, in my opinion, for Akron decision, inasmuch as
they are distributors of Atlantic products.

I don't want to spend any time lining up with these people
if for example, Atlantic—Philadelphia would prefer that

they handle Firestone, since this is the tire being handled by Atlantic in that area.

Of course, I am not acquainted with the influence Atlantic might be able to bring to bear in forcing these people to a decision as to the line of tires that they—Atlantic—would like them to handle.

At any rate, will you explore this from a management standpoint and advise so that we can proceed according to Atlantic's desires.

(Illegible)

Manager—Northeast Division.

F W McConky Jr.

A

1856

COMMISSION EXHIBIT NO. 56A.

F W McConky, Jr-Mgr
Northeast Division
New York N Y

Pittsburgh-13 1000
8-2-51

Republic Oil Co

This is a Pittsburgh concern who are acting as distributor of Atlantic products in parts of Pennsylvania and Northern West Virginia.

The retail division of this company operates about seventy-five (75) service stations. They have never gone into a TBA program and at present have no tire hook-ups. They are in the process, however, of trying to get a deal with one of the major tire companies and would like to entertain a proposition from Goodyear whereby we would sell their stations direct or through supplying dealers at a price which would be in line with each outlet's volume with an override to the oil company.

2446

Commission Exhibit No. 57.

Possibly we could use this additional distribution in the Pittsburgh area, particularly on passenger tires and tubes, so if you are interested, possibly we should take the matter up with Petroleum Sales for their comments.

District Manager.

E C Sauter

mtm

P.S.—We are attaching latest Dun report on this concern.

1857

COMMISSION EXHIBIT NO. 57.

cc F W McConky Jr—New York

E A Sauter—Pittsburgh

August 9, 1951

Mr S J Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia, Pa

Subject: Republic Oil Company

Dear Syd:

Mr Santer, our District manager at Pittsburgh, and Mr McConky, advises that subject account is considering marketing T.B.A. products and have invited us to submit a proposal.

Before taking any action in the matter we felt that we should take the matter up with you for further guidance and your good counsel in the matter.

Will appreciate hearing from you on this as soon as possible.

Thanking you, with kind regards.

Sincerely,

Manager—Petroleum Sales Dept.

S A Gaylord

lfm

1859

COMMISSION EXHIBIT NO. 58.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

August 14, 1951

TBA SJH

Republic Oil Company

Mr. S. A. Gaylord, Manager
Petroleum Sales Department
Goodyear Tire & Rubber Company
Akron 16, Ohio

Dear Sam:

Your note of August 9th has been received. Any overtures on your company's part to the subject could upset negotiations that we have underway at present. It was thoughtful of you to consult us and needless to say we appreciate it as we will also appreciate your rejection of the invitation.

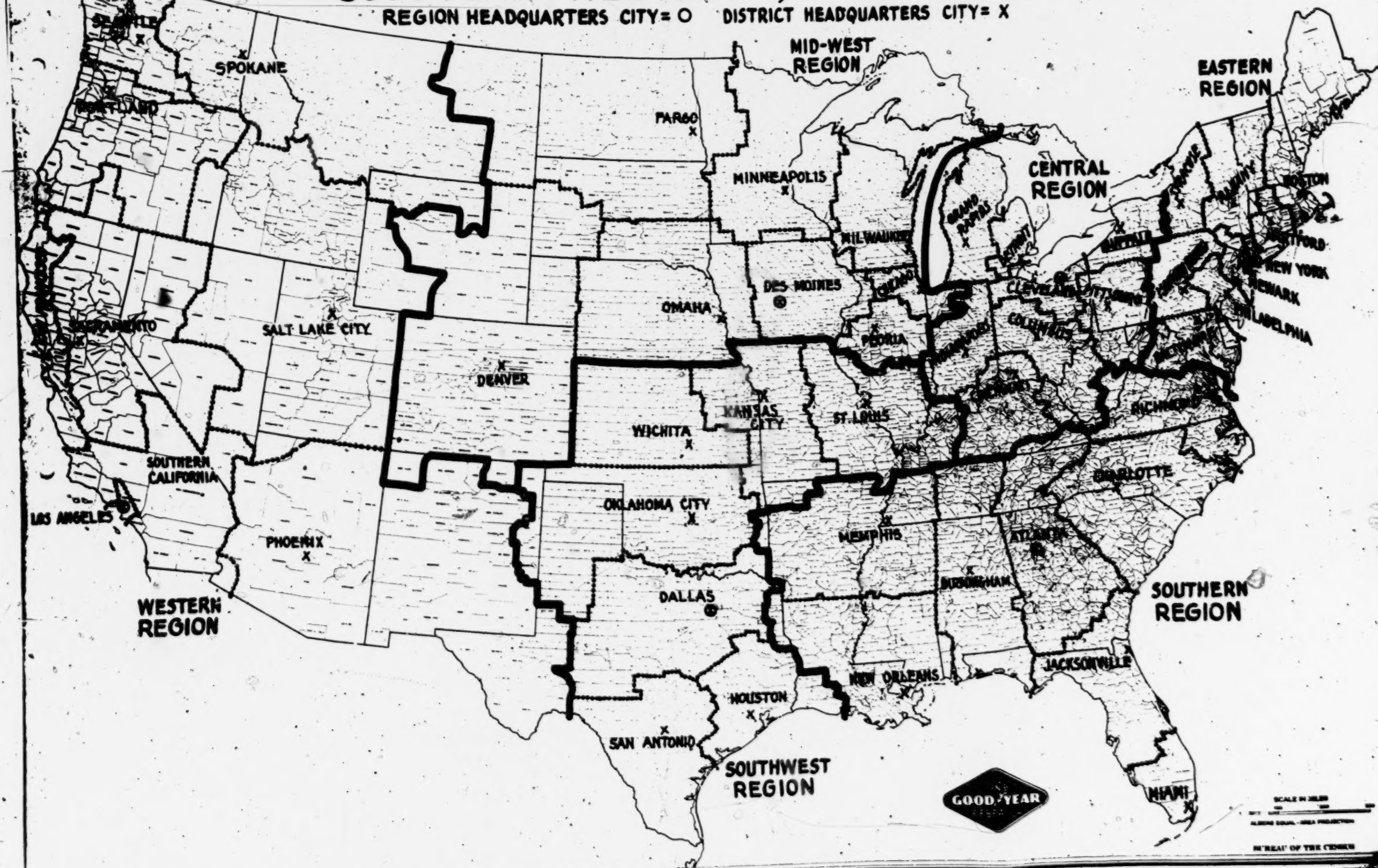
Cordially yours,

Syd

S. J. Heideman

GOODYEAR REGIONS & DISTRICTS

REGION HEADQUARTERS CITY = O DISTRICT HEADQUARTERS CITY = X



SCALE IN MILES
0 100 200
ALONG SCALE - AREA PROJECTION
NORTH OF THE CENTER

2088 COMMISSION EXHIBIT NO. 84A-B.

The Atlantic Refining Company's domestic marketing program covering automotive petroleum products is conducted by six Marketing Regions, consisting of—

1. New England Region, comprising the states of Rhode Island, Connecticut, Massachusetts, and portions of New Hampshire and Vermont. Headquarters are in Providence, R. I.
2. New York Region, comprising the state of New York. Headquarters are in Syracuse, N. Y.
3. Philadelphia-New Jersey Region, comprising the city of Philadelphia and the suburban area contiguous thereto, as well as the entire state of New Jersey. Headquarters are in Philadelphia, Pa.
4. Eastern Pennsylvania Region, comprising the eastern half of Pennsylvania except the Philadelphia and Suburban area; also comprising the entire state of Delaware and portions of Maryland and Virginia. Headquarters are in Reading, Pa.
5. Western Pennsylvania Region, comprising the western half of Pennsylvania and portions of Ohio, West Virginia and Maryland. Headquarters are in Pittsburgh, Pa.
6. Southern Region, comprising portions of Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia and Florida. Headquarters are in Charlotte, N. C.

Maps showing the approximate area covered by each Marketing Region are attached.

Method of Distribution of Automotive Petroleum Products

Automotive petroleum products (gasoline, motor oils & greases) are marketed through the following classes of trade—

Class I—Retail service station outlets operated by employees of the Company. In 1951, gasoline sales through this channel amounted to 1% of total regional gasoline sales.

Class II—Retail service station outlets operated by a dealer, where the Company owns or leases land and/or building. 1951 gasoline sales through such outlets amounted to 32% of total regional gasoline sales.

2090 Class III—Retail outlets operated by a dealer not included under Class II, i.e., who owns or leases the outlet himself. 1951 gasoline sales through such outlets amounted to 23% of total regional gasoline sales.

Class IV—Customers who purchase products for their own consumption and not for resale. 1951 gasoline sales to such customers amounted to 15% of total regional gasoline sales.

The foregoing four classes of trade constitute the direct marketing phase of the regional sales program and accounted for 71% of total regional gasoline sales in 1951.

Class V—Wholesale dealers, not under contract, who load at Company plants in their own trucks. Such sales are known as yard sales and accounted for 3% of total regional gasoline sales in 1951.

Class VI—Distributors who purchase automotive products for resale under Atlantic brand names and who maintain bulk plant storage capable of receiving truck transport deliveries of gasoline, who maintain and operate their own delivery equipment and who receive transport deliveries into their bulk plant storage tanks. These customers represented 24% of total regional gasoline sales in 1951.

Class VII—Customers who purchase products for re-sale and who do not resell under Atlantic's brand name. These customers represented 2% of total regional gasoline sales in 1951.

The foregoing three classes of trade represent the indirect marketing segment of regional sales activity and accounted for 29% of total regional gasoline sales in 1951.

Special Sales—In addition to regional sales, there are occasional special sales of automotive petroleum products which are administered by Division Headquarters in Philadelphia. Such sales in 1951 amounted to $\frac{1}{2}$ of 1% of total Company domestic gasoline sales.

JVP:TMM

8/21/52

2092

COMMISSION EXHIBIT NO. 84C.

Addition to Description of
Atlantic's Domestic Marketing Program

Commission distributors who receive automotive products on consignment and upon sale of the product receive a commission from Atlantic as compensation for their activities. Sales percentage is small and included in Distributors—Class VI.

2094

COMMISSION EXHIBIT NO. 85A-B.

This Lease made as of the day of,
A. D. 19...., by and between The Atlantic Refining Com-
pany,, a Pennsylvania corporation,
hereinafter called "Atlantic," and

.....
of, County of,
State of, hereinafter called
"Lessee":

Witnesseth:

1—Atlantic hereby leases unto Lessee for a term of
..... year beginning on the
day of, 19...., and ending on the
..... day of, 19...., a
parcel of land at in,
County of State of, more
particularly described as follows:

Together with all the buildings, improvements and ap-
purtenances, all hereinafter called "leased premises," and
together with all Atlantic's equipment and apparatus in-
stalled or to be installed thereon and used in connection
with the gasoline service station business conducted on
said leased premises.

2—Lessee shall pay to Atlantic rental at the rate of
..... Dollars (\$) per
month. The first payment shall be made on or before the
first day of said term and thereafter payments shall be
made on or before the first day of each calendar month
during the continuance of this lease. In addition thereto,
on or before the fifteenth day of each calendar month,
Lessee shall pay to Atlantic the sum of
cent (c) per gallon on each gallon of gaso-
line and motor fuel delivered to said leased premises

during the preceding calendar month over and above _____ gallons.

2096 3—Lessee shall pay all charges for telephone, sewerage, water, gas, and electricity consumed or used by Lessee, and all expense of heating, and also shall pay all privilege, license and other municipal charges levied against Lessee, the said equipment and apparatus or against the leased premises by reason of the conduct of Lessee's business thereon.

4—Atlantic shall pay all other taxes, assessments and governmental or municipal charges levied or assessed upon the leased premises.

5—Lessee shall maintain and make all repairs and replacements needed to the leased premises and the said equipment and apparatus and shall keep the same in an orderly, safe and operating condition. In case any of said equipment or apparatus is damaged, or is lost or stolen, Lessee shall replace or repair the same at Lessee's own cost and expense.

6—Lessee shall keep said leased premises clean and sanitary and shall keep free from snow, ice and all obstructions the sidewalks thereof and shall remove promptly all refuse of any kind therefrom.

7—Lessee shall not install or permit installation on the leased premises of electrical appliances of any kind, including radios, vulcanizers and similar apparatus, without complying with the rules and regulations of the National Board of Fire Underwriters.

8—Lessee shall not install or permit installation of any gambling devices or conduct or permit the conduct of any business or the sale of any products on the leased premises in violation of any local, state or federal laws.

9—Lessee shall be responsible for full and exclusive control of the leased premises and of the equipment and apparatus thereon, and shall indemnify and save harmless

Atlantic from and against any and all claims, suits, actions, damages and causes of action for any personal injury, loss of life and property damage sustained in or about the leased premises or upon the adjacent sidewalks and streets during the continuance of this lease, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and decrees that may be entered therein. Lessee shall procure, at Lessee's own cost and expense and from companies satisfactory to Atlantic such insurance as Atlantic may deem necessary for Atlantic's protection under the provisions of this paragraph.

10—Lessee, at Lessee's own expense, promptly shall observe and comply with all the laws, orders, regulations, rules, ordinances and requirements of the federal, state, county and municipal authorities affecting the said equipment and apparatus, the leased premises or the business conducted thereon. Lessee shall not use or permit the use of the leased premises or the equipment and apparatus in any manner which would or could cause an increase in any insurance rates affecting the said premises.

11—If, during the continuance of this lease, Lessee shall die, shall become involved in any insolvency or bankruptcy proceedings, shall abandon or remove from the leased premises or shall fail to market petroleum products regularly therefrom, Atlantic, at Atlantic's option, may terminate this lease.

12—Lessee shall not assign this lease or sublet the whole or any part of the leased premises or make any alterations or improvements thereon without written permission from Atlantic.

13—At the termination of this lease, Lessee shall deliver to Atlantic the leased premises, together with the equip-

ment and apparatus in the condition in which Lessee is obliged to keep the same.

14—This lease is subject to the terms and conditions of any existing lease or contract governing Atlantic's rights to the leased premises. Lessee hereunder, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms, or beyond the period of Atlantic's right thereto, anything in this lease, or any extension thereof, to the contrary notwithstanding.

15—If Lessee shall fail to make any payment of rent hereunder for ten (10) days after the same shall fall due, or shall fail to perform any of Lessee's obligations hereunder, or shall violate any condition herein contained, Atlantic, at Atlantic's option, may terminate this lease and at any time thereafter re-enter the leased premises and expel Lessee therefrom, without prejudice to other remedies. Whenever this lease shall terminate, either by lapse of time or by virtue of any of the provisions herein contained, Lessee hereby waives all right to any notice to quit possession as prescribed by any statute then in force relating to summary process.

16—As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

17—Either party hereto may terminate this lease at the end of the original term hereof by giving to the other written notice of termination at least _____ () days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions as herein contained for another term of _____ () year and so on for like terms until terminated by either party giving to the other at least _____ () days notice of termination prior to the expiration of any term. Any notice by either party to the other may

be given by registered mail, postage prepaid, addressed to Atlantic at _____, and to Lessee at the leased premises, subject to the right of either party to designate in writing a new address to which such notice may be sent.

In Witness Whereof, the parties hereto have duly executed this lease as of the day and year first above written.

The Atlantic Refining Company

By _____

Regional Manager of Marketing
Lessee

Witnesses:

2098

COMMISSION EXHIBIT NO. 86A-B.

Atlantic

This Lease made as of the _____ day of _____, A. D. 19____, by and between The Atlantic Refining Company, _____, a Pennsylvania corporation, hereinafter called "Atlantic" and _____ of _____, County of _____, State of _____, hereinafter called "Lessee":

Witnesseth:

1—Atlantic hereby leases unto Lessee for a term of _____ year beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, a parcel of land at _____ in _____, County of _____ State of _____, more particularly described as follows:

Together with all the buildings, improvements and appurtenances and all Atlantic's equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises."

2—Lessee shall occupy the leased premises for the sole purpose of operating a gasoline service station thereon and regularly shall engage in the sale of petroleum products therefrom.

3—Lessee shall pay to Atlantic rental at the rate of _____ cents (¢) per gallon on each gallon of gasoline and motor fuel delivered to said leased premises during the continuance of this lease,

Provided, However, that the minimum rental payable during each calendar month shall be _____

Dollars (\$), such minimum rental to be payable on a pro rata basis for any portion of any calendar month during which this lease is in effect; And Provided Further, that the maximum rental payable for each complete calendar quarter during which this lease remains in effect and ending on the last days of March, June, September and December shall be, respectively, \$____, \$____, \$____ and \$____. Rental shall be payable at the time and times such gasoline and motor fuel is delivered to the leased premises and the minimum monthly rental shall be payable on or before the last day of each calendar month.

2099 4—Lessee shall pay all charges for telephone, sewerage, water, gas, and electricity consumed or used by Lessee, and all heating and cesspool cleaning expense, and also shall pay all privilege, license and other municipal charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon.

5—Atlantic shall pay all other taxes, assessments and governmental or municipal charges levied or assessed upon the leased premises.

6—Lessee shall maintain and make all repairs and replacements to the leased premises and shall keep the same in an orderly and safe operating condition, provided, however, that if Lessee gives notice to Atlantic of the need thereof, Atlantic shall make necessary repairs or replacements to the leased premises. Where repairs or replacements are necessitated by Lessee's negligence, or that of his employees, the cost thereof to Atlantic shall be considered as additional rent and payable as such on the first day of the calendar month next succeeding the month in which such repairs are made.

7—Lessee shall keep the leased premises clean and sanitary and shall keep the adjacent sidewalks free from snow, ice, and obstructions, and shall remove promptly all refuse of any kind therefrom. If the service station building is faced with porcelain enamel, Lessee shall comply with such cleaning procedures and techniques as Atlantic may establish from time to time.

8—Lessee shall not install or permit installation on the leased premises of electrical appliances of any kind, including radios, vulcanizers and similar apparatus, without complying with the rules and regulations of the National Board of Fire Underwriters.

9—Lessee shall not install or permit installation of any gambling devices or conduct or permit the conduct of any business or the sale of any products on the leased premises in violation of any local, state or federal laws.

10—Lessee shall be responsible for full and exclusive control of the leased premises and shall indemnify and save harmless Atlantic from and against any and all claims, suits, actions, damages and causes of action for any personal injury, loss of life and property damage sustained in or about the leased premises or upon the adjacent sidewalks and streets during the continuance of this lease, and from and against all costs, counsel fees, expenses and lia:

bilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and decrees that may be entered therein. Lessee shall procure, at Lessee's own cost and expense and from companies satisfactory to Atlantic such insurance as Atlantic may deem necessary for Atlantic's protection under the provision of this paragraph.

11—Lessee, at Lessee's own expense, promptly shall observe and comply with all the laws, orders, regulations, rules, ordinances and requirements of the federal, state, county and municipal authorities affecting the leased premises or the business conducted thereon. Lessee shall not use or permit the use of the leased premises in any manner which would or could cause an increase in any insurance rates affecting the said premises.

12—If Lessee dies during the continuance of this lease, this lease shall terminate automatically without notice from Atlantic to Lessee. If during the continuance of this lease, Lessee abandons or removes from the leased premises, or becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Atlantic, at Atlantic's option, may terminate this lease forthwith by giving Lessee written notice of termination.

13—This lease shall not be assigned by Lessee, either voluntarily or by operation of law and Lessee shall not sublet the whole or any part of the leased premises. Without Atlantic's prior written consent, which shall not be unreasonably withheld, Lessee shall not make any alterations or improvements to the leased premises or alter, remove, deface or obliterate any signs, trademarks or color arrangements appearing on the leased premises, or add to the leased premises, including fences, any permanent signs which are nailed, screwed, bolted or otherwise attached thereto.

14—At the termination of this lease, Lessee shall deliver to Atlantic the leased premises in the condition in which Lessee is obligated to keep the same hereunder, reasonable wear and tear excepted.

15—This lease is subject to the terms and conditions of any existing lease or contract governing Atlantic's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms, or beyond the period of Atlantic's right thereto, anything in this lease, or any extension thereof, to the contrary notwithstanding.

16—If any rental shall be due and unpaid for 20 days or if Lessee shall default in any agreement hereunder, Atlantic, at Atlantic's option may terminate this lease forthwith by giving Lessee written notice of termination and at any time thereafter re-enter the leased premises and expel Lessee therefrom, without prejudice to other remedies. Whenever this lease shall terminate, either by lapse of time or by virtue of any of the provisions herein contained, Lessee hereby waives all right to any notice to quit possession as prescribed by any statute then in force relating to summary process.

17—As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Either party hereto may terminate this lease at the end of the original term hereof by giving to the other written notice of termination at least _____ () days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions as herein contained for another term of _____ () year and so on for like terms until terminated by either party giving to the other at least _____ () days notice of termination prior to the expiration of any term.

19—Any notice from one party to the other shall be in

writing and shall be deemed to have been given if sent by registered mail addressed to Atlantic at and to Lessee at the leased premises, subject to the right of either party to designate in writing a new address to which such notice may be sent.

20—Atlantic shall have the right to inspect the leased premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements contained herein.

In Witness Whereof, the parties hereto have duly executed this lease as of the day and year first above written.

The Atlantic Refining
Company

By
Regional Manager of Marketing

Witnesses:

B-3191 4-52

2100

COMMISSION EXHIBIT NO. 87.

Atlantic Franchise Agreement

Effective Date 19.....

The Atlantic Refining Company, a
Pennsylvania corporation, hereinafter call "Atlantic", and
..... of

hereinafter caller "Dealer" lessee from Atlantic of a serv-
ice station located at
under lease dated, agree as follows:

I. Atlantic shall sell and Dealer shall buy motor fuels
and automotive lubricants (hereinafter referred to as petro-

leum products) in such quantities during the term hereof as Dealer may desire to buy and Atlantic may desire to sell; from time to time, provided that Atlantic shall not be obligated to make any delivery of petroleum products hereunder in quantities which do not conform to Atlantic's customary practice at the time and place of delivery.

II. Delivery of petroleum products purchased hereunder shall be at the Service Station at the above address. The prices Dealer shall pay Atlantic for petroleum products purchased hereunder shall be Atlantic's established Dealer prices therefor in effect at the time and for the place of delivery, together with all taxes which Atlantic may be required to pay or collect in respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at time of delivery.

III. Dealer shall sell all petroleum products purchased hereunder under the trade marks and designations indicated for such products by Atlantic. Dealer shall not adulterate any petroleum products purchased hereunder and shall not mix such products with any other product or grade of product.

IV. At all reasonable times Atlantic shall have the right to inspect any equipment used for storing or dispensing petroleum products purchased hereunder, and shall have the right to take samples and to test any petroleum products offered for sale by Dealer under the trade marks and designations indicated for such products by Atlantic.

V. Dealer shall have the right to avail himself of the following:

A. Such training in sales methods and procedures as Atlantic may provide from time to time.

B. The assistance of such trained personnel as Atlantic may make available from time to time to help Dealer in attractively displaying petroleum products and merchandise.

C. Such sales promotion programs as Atlantic may make available from time to time.

VI. The waiver by Atlantic or Dealer of a breach of a provision hereof shall not constitute a waiver by such party of any succeeding breach of the same provision, or any other provision.

VII. Dealer is an independent contractor in the performance of this agreement and accepts exclusive liability for the payment of all social security, unemployment compensation and other like taxes or payments, for himself and his employees. Except as expressly set forth in this agreement nothing herein contained shall be construed as granting Atlantic any right to control Dealer, or his employees, nor shall Atlantic at any time exercise such control.

VIII. This agreement cancels and supersedes all prior agreements between the parties with respect to the subject matter hereof. This agreement shall in no way affect any contract between the parties covering the purchase and sale of equipment. This agreement shall not be assigned by Dealer without Atlantic's prior written consent.

IX. This agreement shall become effective on the date first appearing and shall continue in effect for a period of one year therefrom, and from year to year thereafter, provided that this agreement shall terminate automatically upon termination of the aforementioned lease to Dealer.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned above.

The Atlantic Refining Company

By.....

Regional Manager of Marketing

.....

.....

2466

Commission Exhibit No. 88A1-2.

2102

COMMISSION EXHIBIT NO. 88.

B 3191—A 12/48

**Equipment and Apparatus
Inventory—Class 2 Station**

Received in good condition from The Atlantic Refining Company, this _____ day of _____, 19____, the following equipment and apparatus to be used by the undersigned in the gasoline service station business being conducted at _____;

Street or Number Town or City
_____, under terms and conditions of a
State
current lease for said premises.

Dealer-Lessee

Receipt in good condition of the following substitutions or additions is acknowledged for use as above noted.

Date	Items Substituted or Added	Items Removed from Inventory	Approval of Dealer
------	----------------------------------	------------------------------------	--------------------------

B 3191-A 12/48 Class 2 Station

2104

COMMISSION EXHIBIT NO. 88A1-2.

Atlantic Dealer Lease

This Lease, entered into as of the _____ day of _____, 19____, by and between The Atlantic Refining Company, a corporation of Pennsylvania, hereinafter called "Lessor" and _____ hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at

..... in
County of, State of
more particularly described as follows:

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2—The term of this lease shall begin on the day of, 19....., and end on the day of, 19....., subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay to Lessor as rental for the leased premises a sum equivalent to the applicable percentages specified in Schedule A, attached hereto and made a part hereof, of Lessee's gross sales from all sources during such month from the operation of said service station, excluding therefrom, however, sales of tires, batteries, and

accessories at wholesale to service station resellers, state and federal taxes on gasoline, Diesel fuels, motor oils, tires and tubes, any taxes which are stated separately and which are not included as part of the selling price of goods sold and gross receipts from the "special facilities" listed below, if any.

Rental shall be paid to Lessor at Lessor's office at _____, or to Lessor's authorized representative, as follows:

The sum of _____ Dollars (\$_____) on the first day of the term hereof; and thereafter, on the 10th day of each succeeding calendar month and on the last day that this lease is effective, the rental as determined by Schedule A; provided, however, that Lessee may take credit for an amount equivalent to the initial rental payment in settlement for the last rental payment due hereunder.

For the "special facilities," namely _____ Lessee shall pay additional rental as follows _____ on _____

On or before the 10th day of each month, Lessee shall submit on forms supplied by Lessor a certified, detailed, itemized statement showing all information necessary for the proper calculation of the rental as above provided. Lessee shall keep a complete set of books and records of all business transacted at the leased premises. Such books and records shall be subject to inspection and audit by Lessor at any reasonable time or times. Lessor shall have the right at all times to set off any amounts owed to Lessee against rental due hereunder.

5—Lessee shall pay, when due, all charges for telephone, water, gas electricity, heating, sewage disposal and cesspool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or

against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises:

2105 6—Should Lessee abandon the leased premises, or should the leased premises be closed for business for a period of seventy-two (72) successive hours Lessor shall have the right to terminate this lease herewith.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable thereto as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs trade marks or color arrangements appearing thereon.

8—Maintenance. Lessee shall maintain and keep in good order and repair the leased premises; provided however, that if Lessee gives prompt written notice to Lessor of the need thereof, the responsibility for maintenance and repair shall then pass to Lessor with respect to the particular part of the leased premises specified in such notice; and provided further, that if Lessor is obliged to assume responsibility for any maintenance or repair which is neces-

sitated by the wilful misconduct or negligence of Lessee, Lessee's agents or employees, the cost thereof shall be paid to Lessor by Lessee upon demand as additional rental.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or

bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation; shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time. Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

16—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

17—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by certified mail addressed to Lessor at..... and to Lessee at the leased premises.

19—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company,

By.....
Regional Manager of Marketing.

Witnesses:
.....
.....

2106 COMMISSION EXHIBIT NO. 88A-3.

Atlantic

The Atlantic Refining Company

Incorporated—1870

Schedule A

(Attachment to B-3191 Lease)

Rent—Percentage of Lessee's Gross Sales

0%—First \$500 Monthly

6%—Next \$2000 Monthly

5%—Next \$2000 Monthly

4%—Next \$2000 Monthly

3%—Over \$6500 Monthly

Effective August 15, 1956

2107

COMMISSION EXHIBIT NO. 88B.

When you lease an Atlantic service station you agree to undertake the lawful, diligent, and business-like operation of a first-class service station. Let us emphasize to you that this is your business. We, of course, are interested in your success, and will advise and counsel with you, but we cannot do your thinking nor work for you. Your success will depend on your own business judgment, skill, imagination, and initiative.

There are certain well-established standards which have proven by experience to be necessary for the business-like operation of a first-class station. They are:

1. Housekeeping—Clean, sanitary premises, inside and out.
2. Use and Upkeep—Careful use and upkeep of building and equipment in safe, good operating condition.
3. Display—Neat, orderly arrangement of merchandise and advertising in a manner reasonably calculated to attract and solicit the attention of the motoring public.
4. Illumination—Safe and adequate to attract customers during night operation.
5. Personnel—Sufficient manpower to give prompt service and allocated to handle peak operating hours. Clean uniforms, courteous, trained to sell, adequate knowledge of services to be rendered.
6. Hours of Operation—Uniform daily operating schedule based on buying habits of potential trade in the area.
7. Services—At least on a par with competition as to kinds of services rendered and efficiency of performance.
8. Adequate Inventory—Quality products and merchandise on hand to serve normal customer needs without delay.

9. Sales Promotion—Regular program for expanding sales, involving direct mail campaigns, personal solicitation, and advertising.
10. Prices—Competitive, quality and service considered.
11. Accounting—Maintenance on current basis of records adequate to reflect financial status and return from various phases of your business.

Every well-run Atlantic service station helps all dealers operating Atlantic Service Stations.

The Atlantic Refining Company

.....
Dealer's Signature

.....
Date

2108

COMMISSION EXHIBIT NO. 88C.

Atlantic

Equipment and Apparatus

Inventory—Class 2 Station Number.....

Received in good condition from The Atlantic Refining Company, this..... day of....., 19....., the following equipment and apparatus to be used by the undersigned in the gasoline service station business being conducted at

Street and number

.....
Town or City

State

under terms and conditions of a current lease for said premises.

Dealer-Lessee

.....
Supplement No.....

Date of Original B13191-A.....

2109

COMMISSION EXHIBIT NO. 88D.

Atlantic

Agreement made this _____ day of _____ 195____,
between The Atlantic Refining Company, _____,
a Pennsylvania Corporation, hereinafter called Atlantic,
and _____
hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at _____ barrels, during the period between _____, 195____, and _____, 195____.

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term, this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice, Except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement thereupon shall terminate without notice by either party.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Price Schedule." A copy of the current schedule is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices and discounts specified in the "Atlantic Automotive Lubricants Price Schedule." Prices referred to, or pro-

vided for in this Agreement, do not apply to purchases by Buyer at service stations.

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this Agreement are to be made at par.

Force Majeure: Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This Agreement cannot be amended except by written instrument duly executed by both parties.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the original term set forth above; all former Agreements now in effect between the parties relating to the purchase and sale of Atlantic Automotive Lubricants.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

Buyer

By

The Atlantic Refining Company

By

2110A COMMISSION EXHIBIT NO. 88E1-2.

Atlantic

This Lease, entered into as of the day of
....., 19....., by and between The Atlantic
Refining Company, Incorporated, a Pennsylvania corpora-
tion, hereinafter called "Lessor" and
hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor here-

by leases to Lessee that certain parcel of land at.....
in....., County of....., State
of....., more particularly described as follows:

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises."

2—The term of this lease shall begin on the day of, 19....., and end on the day of, 19....., subject; however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay to Lessor rental for the leased premises in advance at the rate of Dollars (\$.....) per month and shall pay as additional rental, by the tenth day of each month, a sum equivalent to 6% of Lessee's gross receipts at the leased premises from all sources during the calendar month immediately preceding such payment, excluding therefrom, however, receipts from the sale of gasoline and Diesel fuel and any taxes which are stated separately and which are not included as part of the selling price of goods sold.

Rental shall be payable at Lessor's Office at 120 West

Genesee Street, Syracuse, New York, and on or before each payment date Lessee shall submit on forms supplied by Lessor a certified, detailed, itemized statement showing all information necessary for the proper calculation of the rental as above provided. Lessee shall keep a complete set of books and records of all business transacted on the leased premises. Such books and records shall be subject to inspection and audit by Lessor at any reasonable time or times.

5—Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cess-pool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable 2110 B thereto as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to a claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to termi-

nate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—Lessee agrees that, if this lease is cancelled by Lessor because of breach thereof by Lessee, Lessee for a period of six (6) months thereafter will not engage, directly nor indirectly, in the service station business within two (2) miles of the leased premises.

13—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

14—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

15—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

16—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

17—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

18—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

19—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at _____ and to Lessee at the leased premises.

20—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company
Incorporated

By _____
Regional Manager of Marketing

Witnesses:

2111

COMMISSION EXHIBIT NO. 89.

Atlantic

This Agreement, made this day of,
19..... between The Atlantic Refining Company,
hereinafter called Atlantic, and
of, County of,
State of, hereinafter called Dealer.

Whereas, Atlantic has established a credit privilege
which may be used by dealers permitting the assignment
to Atlantic of accounts resulting from the sale of specified
merchandise and services to customers whose credit has
been approved by Atlantic, and

Whereas, Dealer desires to avail himself of said privi-
lege.

Now, Therefore, This Agreement Witnesseth:

Atlantic will accept assignment of accounts which result
from sales made by Dealer at Dealer's discretion on credit
and will pay or credit Dealer the amount thereof, subject
to the following terms and conditions:

1. Credit to be extended only for merchandise or serv-
ice specified by Atlantic as coming under the credit privi-
lege.

2. Customer to present to Dealer a valid Atlantic credit
card or to be otherwise authorized in writing by Atlantic
to receive credit. Customer to sign the delivery ticket.

3. Such credit sales to be made at prices set by Dealer
and recorded on forms supplied by Atlantic.

4. Dealer to assign to Atlantic the accounts for such
sales at such times and under such procedure as Atlantic
may establish from time to time.

Dealer agrees to the terms and conditions hereof, and,
as to any account assigned by Dealer to Atlantic, author-
izes Atlantic to refuse payment or charge back to Dealer
for any of the following reasons:

1. Sale of merchandise or service not specified by Atlantic for credit card sale.

2. Sale made to person not authorized by Atlantic to receive credit or to person whose credit has been suspended.

3. Sale not assigned to Atlantic promptly or in accordance with procedure established by Atlantic from time to time.

This Agreement shall continue so long as Dealer continues as a dealer of products of Atlantic unless terminated prior thereto by either party hereto giving to the other 48 hours' notice in writing of such intention to terminate.

The Atlantic Refining Company

By.....

..... (Seal)

..... (Seal)

Atlantic

This Agreement, made as of this day of
19..... between The Atlantic Refining Company,
hereinafter called Atlantic, and
of, County of, State of
hereinafter called Dealer.

Whereas, Atlantic has established a credit privilege program, which may be used by dealers, permitting the assignment to Atlantic of accounts resulting from the sale of authorized types of merchandise and services to customers whose credit has been approved by Atlantic, or such other companies as Atlantic shall specify, and

Whereas, Dealer desires to avail himself of said privilege.

Now, Therefore, This Agreement Witnesseth:

Atlantic will accept assignment of accounts which result from sales made by Dealer at Dealer's discretion on credit

and will pay or credit Dealer the amount thereof, subject to the following terms and conditions:

1. Credit to be extended only for merchandise and services authorized under the credit privilege program referred to above.

2. Customer to present to Dealer a valid credit card of Atlantic or other companies coming under Atlantic's credit privilege program, or to be otherwise authorized in writing by Atlantic to receive credit. Customer to sign the delivery ticket or other evidence of sale authorized by Atlantic.

3. Such credit sales to be made at prices set by Dealer and recorded on forms supplied or authorized by Atlantic.

4. Dealer to assign to Atlantic the accounts for such sales at such times and under such procedure as Atlantic may establish from time to time.

Dealer agrees to the terms and conditions hereof, and, as to any account assigned by Dealer to Atlantic, authorizes Atlantic to refuse payment or charge back to Dealer for any of the following reasons:

A. Sale of merchandise or service not authorized under the credit privilege program.

B. Sale made to person not authorized at time of sale to receive credit under the Atlantic credit privilege program.

C. Sale not assigned to Atlantic promptly or in accordance with procedure established by Atlantic from time to time.

D. Delivery tickets not prepared in accordance with instructions issued from time to time by Atlantic.

This Agreement shall continue so long as Dealer continues as a dealer of products of Atlantic, unless terminated by either party giving to the other not less than 48 hours' advance written notice of termination.

The Atlantic Refining Company

By.....
.....
.....

Atlantic.

This Agreement, made as of _____ 195____,
between The Atlantic Refining Company, _____
a Pennsylvania corporation, hereinafter called Atlantic,
and _____, hereinafter
called Buyer, of _____ County of _____
State of _____, who represents that he is the
_____ of certain premises at: _____
County of _____ State of _____.

Witnesseth, That in consideration of the mutual promises
and undertakings of the parties hereto, it is agreed as
follows:

1. Equipment Loan. Atlantic, reserving the right of
addition, change, substitution, and maintenance, lends to
Buyer for the purpose of storage and sale of motor fuel
purchased solely from Atlantic and for no other purpose,
equipment that has been installed or which Atlantic may
install, which shall remain personalty and the property of
Atlantic, and which Buyer shall not remove, but shall re-
pair and maintain, as follows:

2. Sale and Delivery. Buyer shall buy from Atlantic
and Atlantic shall deliver to Buyer for sale from said
equipment _____ gallons of motor fuel annually.
Atlantic shall not be required to deliver and Buyer shall
not be obliged to accept more than one-eighth of such an-
nual gallonage in any calendar month. Atlantic shall de-
liver on Buyer's order and Buyer shall order and accept
not less than one-twentieth of such annual gallonage in
any calendar month. The times, manner and quantities of
deliveries shall be in accordance with Atlantic's current
practice in effect from time to time. Buyer is not and shall

not hold himself out as the agent of Atlantic. Buyer shall take such steps as may be necessary to so inform the public, and shall conduct all business in such motor fuel in Buyer's name, conspicuously displaying his name on the premises.

3. Price and Terms. Buyer shall pay for all products delivered hereunder the price established from time to time by Atlantic for buyers in the same classification as Buyer in effect at the time and place of delivery to Buyer, together with all taxes which Atlantic may be required to pay or collect with respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at the time of delivery unless credit has been extended; Atlantic, in its sole discretion, may modify or terminate the extension of credit terms.

4. Delivery Tolerance. Buyer shall not be obligated to accept deliveries if unable to operate his business upon said premises by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

2115 5. Indemnity. Buyer shall indemnify and save harmless Atlantic, its successors and assigns, agents or employees, from any and all liability or claims for loss, damage or injury to any person or property, including the person or property of Buyer, his agents, employees and all other persons and property, resulting directly or indirectly from any leakage, fire or explosion of any products stored or contained in, passing through or removed from equipment lent under this agreement, or resulting from the installation, maintenance, repair, use or condition of such equipment, and any attachments or appliances used, connected, installed or furnished therewith.

6. Quality. All products delivered to the premises by Atlantic shall be sold by Buyer under their respective trademarks and brands and shall not be adulterated, mixed or blended with any other substance. Atlantic, at any reasonable time, may enter upon the premises, inspect equipment used for storing or dispensing products purchased from Atlantic, test and take samples of such products.

7. Time. This Agreement shall be in effect from _____, 19____ to _____ 19____ or until _____ gallons of motor fuel are delivered to Buyer for sale from said equipment, whichever shall last occur, and from year to year thereafter unless cancelled as hereinafter provided.

8. Termination and Cancellation. This agreement may be terminated by either party, effective at the end of the original term or of any subsequent year, by sixty (60) days' prior written notice to the other party. At any time upon breach by either party the other party may cancel this agreement effective upon written notice to the other party. Issuance or entry against Buyer or the premises of any judgment, execution, distress for rent or other process, or financial embarrassment or insolvency or involvement in bankruptcy of Buyer, shall constitute a breach of this

agreement by Buyer. Any notice by Atlantic to Buyer shall be deemed to be sufficiently given if either delivered to Buyer or mailed by registered mail, postage prepaid, and addressed to Buyer at the above identified premises, whether or not received.

Upon termination or cancellation for any cause Atlantic shall have the right to enter upon the premises with or without legal process and remove the equipment or any part thereof without liability for injury or damage. Upon cancellation by Atlantic for any breach and exercise by Atlantic of its right to remove equipment Buyer shall pay to Atlantic the sum of _____ Dollars (\$_____) as reimbursement for the agreed upon cost of installation and removal of the equipment and improvements, or, at its option, Atlantic may leave the equipment in place and upon demand Buyer shall pay the sum of _____ Dollars (\$_____) the agreed upon value of the equipment and improvements and upon payment title thereto shall pass to Buyer.

At its election Atlantic may keep the equipment in place for a reasonable time to negotiate for its sale or other disposition. In no event shall Atlantic be obligated to remove any underground equipment.

9. General Provisions. Buyer shall secure all necessary licenses and permits, and all renewals thereof, now or hereafter necessary in connection with the possession or use of the equipment or conducting business on the premises, and shall pay all taxes, imposts or charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall promptly provide Atlantic with the written consents to this agreement of the owner and of all holders of liens secured by said premises, confirming Atlantic's title to and right of removal of the equipment and shall, in the event of any subsequent sale of the premises, or subsequent attachment of lien, provide Atlantic

In Witness Whereof, the parties have executed this agreement as of the day first mentioned.

By _____ (Seal)
 _____ (Seal)
 _____ (Seal)

[illegible]

Each of the undersigned as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of equipment covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon notice by Atlantic of its intention not to remove same.

..... (Seal)
..... (Seal)

2116

COMMISSION EXHIBIT No. 90C-D.

Bailment Agreement.

Atlantic

The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called Atlantic, and hereinafter called Buyer, of County of State of, who represents that he is the of certain premises at:

County of State of

Witnesseth, that in consideration of the mutual promises and undertakings of the parties hereto, it is agreed as follows:

1. Equipment Loan. Atlantic, reserving the right of addition, change, substitution, and maintenance, lends to Buyer for the purpose of storage and sale of motor fuel purchased solely from Atlantic and for no other purpose, equipment that has been installed or which Atlantic may install, which shall remain personalty and the property of Atlantic, and which Buyer shall not remove, but shall repair and maintain, as follows:

2. Sale and Delivery. Buyer shall buy from Atlantic and Atlantic shall deliver to Buyer for sale from said equipment gallons of motor fuel annually. Atlantic shall not be required to deliver and Buyer shall not be obliged to accept more than one-eighth of such annual gallonage in any calendar month. Atlantic shall deliver on Buyer's order and Buyer shall order and accept not less than one-twentieth of such annual gallonage in any calendar month. The times, manner and quantities of deliveries shall be in accordance with Atlantic's current

practice in effect from time to time. Buyer is not and shall not hold himself out as the agent of Atlantic. Buyer shall take such steps as may be necessary to so inform the public, and shall conduct all business in such motor fuel in Buyer's name, conspicuously displaying his name on the premises.

3. Price and Terms. Buyer shall pay for all products delivered hereunder the price established from time to time by Atlantic for buyers in the same classification as Buyer in effect at the time and place of delivery to Buyer, together with all taxes which Atlantic may be required to pay or collect with respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at the time of delivery unless credit has been extended; Atlantic, in its sole discretion, may modify or terminate the extension of credit terms.

4. Delivery Tolerance. Buyer shall not be obligated to accept deliveries if unable to operate his business upon said premises by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right

in its sole discretion to restrict or cease deliveries hereunder.

2117 5. Indemnity. Buyer shall indemnify and save harmless Atlantic, its successors and assigns, agents or employees, from any and all liability or claims for loss, damage or injury to any person or property, including the person or property of Buyer, his agents, employees and all other persons and property, resulting directly or indirectly from any leakage, fire or explosion of any products stored or contained in, passing through or removed from equipment lent under this agreement, or resulting from the installation, maintenance, repair, use or condition of such equipment, and any attachments or appliances used, connected, installed or furnished therewith.

6. Quality. All products delivered to the premises by Atlantic shall be sold by Buyer under their respective trademarks and brands and shall not be adulterated, mixed or blended with any other substance. Atlantic, at any reasonable time, may enter upon the premises, inspect equipment used for storing or dispensing products purchased from Atlantic, test and take samples of such products.

7. Time. This Agreement shall be in effect from _____, 19____ to _____, 19____ or until _____ gallons of motor fuel are delivered to Buyer for sale from said equipment, whichever shall last occur, and from year to year thereafter unless cancelled as hereinafter provided.

8. Termination and Cancellation. This agreement may be terminated by either party, effective at the end of the original term or of any subsequent year, by sixty (60) days' prior written notice to the other party. At any time upon breach by either party the other party may cancel this agreement effective upon written notice to the other party. Issuance or entry against Buyer or the

premises of any judgment, execution, distress for rent or other process, or financial embarrassment or insolvency or involvement in bankruptcy of Buyer, shall constitute a breach of this agreement by Buyer. Any notice by Atlantic to Buyer shall be deemed to be sufficiently given if either delivered to Buyer or mailed by registered mail, postage prepaid, and addressed to Buyer at the above identified premises, whether or not received.

Upon termination or cancellation for any cause Atlantic shall have the right to enter upon the premises with or without legal process and remove the equipment or any part thereof without liability for injury or damage. Upon cancellation by Atlantic for any breach and exercise by Atlantic of its right to remove equipment Buyer shall pay to Atlantic the sum of Dollars (\$.....) as reimbursement for the agreed upon cost of installation and removal of the equipment and improvements, or, at its option, Atlantic may leave the equipment in place and upon demand Buyer shall pay the sum of Dollars (\$.....) the agreed upon value of the equipment and improvements and upon payment title thereto shall pass to Buyer.

At its election Atlantic may keep the equipment in place for a reasonable time to negotiate for its sale or other disposition. In no event shall Atlantic be obligated to remove any underground equipment.

9. General Provisions. Buyer shall secure all necessary licenses and permits, and all renewals thereof, now or hereafter necessary in connection with the possession or use of the equipment or conducting business on the premises, and shall pay all taxes, imposts or charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall promptly provide Atlantic with the written consents to this agreement of the owner and of all holders of liens secured by said premises, confirm-

ing Atlantic's title to and right of removal of the equipment and shall, in the event of any subsequent sale of the premises, or subsequent attachment of lien, provide Atlantic with similar consents from such subsequent owners or lien holders. This agreement is not assignable, constitutes the entire understanding of the parties and may not be changed except by a written agreement executed by both parties.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned.

By _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Witness:

Consent and Confirmation.

Each of the undersigned as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of equipment covered by the foregoing agreement hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation removal substitution maintenance or disposition and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon notice by Atlantic of its intention not to remove same.

 _____ (Seal)
 _____ (Seal)

Witness:

2118

COMMISSION EXHIBIT No. 91.

Atlantic

Agreement made this _____ day of _____ 19_____,
between The Atlantic Refining Company, _____,
a Pennsylvania Corporation, hereinafter called Atlantic,
and _____

hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at _____ barrels, during the period between _____, 19_____, and _____, 19_____.

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term, this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice, Except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement hereupon shall terminate without notice by either party:

Prices: Buyer shall pay for products purchased hereunder at Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Price Schedule." A copy of the current schedule effective _____ is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices and discounts specified in the "Atlantic Automotive Lubricants Price Schedule." Prices referred to, or provided

for in this Agreement, do not apply to purchases by Buyer at service stations.

Terms: Cash, unless credit is established with Atlantic Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par.

Force Majeure: Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement constitutes the full understanding between the parties hereto with reference to the

subject matter hereof. Neither party shall claim any amendment, modification, extension or release from any provision hereof by mutual agreement, acknowledgment, acceptance of purchase-order forms, or otherwise, unless the same is in writing, signed by the other party, and specifically, stating it is an amendment or extension of this Agreement.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Automotive Lubricant Agreements now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

Buyer

By

Agreement made this day of, 19..., between The Atlantic Refining Company,, a Pennsylvania corporation, hereinafter called Atlantic, and hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at barrels, during the period between, 19..., and, 19....

Upon the expiration of the original term, this Agreement

shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice, except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement hereupon shall terminate without notice by either party.

Atlantic shall not be required, without its written consent in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

	Price Per Gallon *			
	Drums*		5-Gal. Util.	1-Qt. 5-Qt. Cans Cans
	Bulk	55 Gal.	13 Gal.	Bkt. Case Per Case
Motor Oils				
Atlantic Motor Oil.....				
Atlantic Aviation Motor Oil..				
Atlantic Ultramo Motor Oil..				
Kearsarge Motor Oil.....				
Gear Lubricants				
Atlantic Gear Oil.....				
Atlantic Ultragear Oil.....				
Atlantic A. T. Fluid.....				
Automotive Specialties				
Atlantic Motor Valve Oil.....				
Atlantic Penetrating Oil.....				
Atlantic Zerol				
Atlantic Motor Flushing Oil..				

Above prices do not include 6¢ per gallon Federal tax.

	Price Per Lb.		Price Per Pkg.	
	400-lb. Drums*	100-lb. Drums*	35-lb. Bkt.	5-lb. Tin
Automotive Greases				
Atlantic Chassis Lubricant...				
Atlantic Lubricant "A".....				
Atlantic Universal Joint Grease				
Atlantic Wheel Bearing Grease				
Atlantic Water Pump Lubricant				
Atlantic Motor Grease No. 1..				
Atlantic Motor Grease No. 3..				
Atlantic Lubricant "D".....				
Atlantic Rust Preventive.....				

Other size cans and packages at prices established by Atlantic.

* Prices for shipment of products in steel barrels and drums are for the contents only. Atlantic reserves the right, at its option, to make deliveries

2121 Atlantic shall have the right to increase or decrease any price under this Agreement without notice at any time during the term of this Agreement. Prices provided for in this Agreement do not apply to purchases by Buyer at service stations. Prices shown herein are F.O.B. destination Atlantic's Distributing Territory. Prices for motor oils are for minimum shipments of 25 gallons in packages or 25 gallons in bulk.

Delivery Discount: A special discount of 3¢ per gallon on Atlantic Automotive Oils and 2¢ per pound on Atlantic Automotive Greases will be allowed on minimum deliveries of 300 gallons and over (8 pounds of grease equals one gallon) at one time to one destination. This discount does not apply to bulk deliveries.

Taxes: Any tax or other charge now or hereafter imposed by law, domestic or foreign, upon any product herein sold or on the production, manufacture, sale, transportation or delivery thereof, or on this Agreement, which Atlantic is required to pay or collect, shall be added to the price herein stated and paid by Buyer.

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par.

Force Majeure: Buyer shall not be obligated to accept in drums or in steel barrels. Such barrels and drums remain the property of Atlantic, are for transportation purposes only and are to be returned promptly. A charge will be made for each steel barrel and for each drum at the rate established by Atlantic in effect at time of shipment. Upon return of such containers in good condition within 90 days of shipment an amount equal to the charge will be refunded. These charges are not subject to cash discount.

deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement constitutes the full understanding between the parties hereto with reference to the subject matter hereof. Neither party shall claim any amendment, modification, extension or release from any provision hereof by mutual agreement, acknowledgment, acceptance of purchase order forms, or otherwise, unless the same is in writing, signed by the other party, and specifically stating it is an amendment or extension of this Agreement.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Automotive Lubricant Agreements now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By.....

Buyer.....

By.....

Commission Agreement

This Agreement made this day of
1951 between The Atlantic Refining Company, a Pennsylvania corporation, herein called "Atlantic"
and of herein
called "Dealer",

Witnesseth.

That in consideration of the promises of the parties hereto it is mutually covenanted and agreed as follows:

1. The Atlantic agrees to deliver to the Dealer at the Atlantic service station leased to Dealer at
within days after the date of this Agreement, upon
consignment, for sale by the Dealer, gallons of
gasoline. During each week thereafter the Atlantic will
deliver to the Dealer at said service station that number
of gallons of gasoline which when added to the number of
gallons then in the Dealer's tanks shall equal gal-
lons, thus replacing the gasoline sold by the Dealer since
the preceding delivery.

2. At the time of each weekly delivery the Dealer will pay to the Atlantic an amount of money equal to the number of gallons then delivered, multiplied by the price per gallon then posted at the Dealer's service station, less a commission of _____ on the number of gallons delivered, plus rent equal to _____ for each gallon delivered. (The number of gallons delivered will equal the number of gallons sold since the preceding delivery.)

2124 3. At the end of each month the Atlantic will determine the number of gallons, exclusive of the first delivery, delivered by the Atlantic to the Dealer during that month. That number shall be multiplied by 3¢. If the result is less than \$216.00, the Atlantic shall forthwith pay to the Dealer the difference between \$216.00 and the result.

4. The Atlantic will fix the service station price which the Dealer will post and at which the Dealer will sell the gasoline consigned by the Atlantic to the Dealer hereunder.

5. The Atlantic shall have a right to enter upon the Dealer's premises at any time for the purpose of determining the number of gallons of Atlantic's gasoline then on hand.

6. If at the time of any weekly delivery when a weekly payment is due from the Dealer to the Atlantic the Dealer fails to pay the amount then due the Atlantic hereunder, the Atlantic may forthwith terminate this Agreement and may take possession of and title to a sufficient amount of personal property belonging to the Dealer, located on said premises, which at the invoice price thereof to the Dealer will equal the amount then due from the Dealer to the Atlantic, and the Atlantic shall apply said invoice price of said personal property in reduction of the indebtedness of the Dealer to the Atlantic.

7. The term of this Agreement is one year from the date hereof; provided, however, that either party may terminate this Agreement on thirty days' written notice delivered to the other party, and this Agreement shall terminate on the 30th day following the delivery of such written notice. Written notice may be delivered by depositing the same in the United States registered mail, postage prepaid, addressed to the Atlantic at and to the Dealer at said service station.

8. This Agreement will terminate prior to the expiration of the term hereof if that certain lease of said service station from the Atlantic to the Dealer terminates prior to the expiration of the term of this Agreement.

2126 9. Except as herein specified, the Atlantic shall have no control whatsoever over the operation of said service station by the Dealer, the purchase and sale of other commodities by the Dealer, the number or nature of employees employed by the Dealer, or otherwise.

Executed the day and year first above written.

The Atlantic Refining Company

By.....
.....

2128 COMMISSION EXHIBIT NO. 94A to D.

Commission Dealer Agreement.

This Agreement made as of the _____ day of _____, 195____, between The Atlantic Refining Company, a Pennsylvania corporation, herein called "Atlantic" and _____ of _____ herein called "Dealer".

Witnesseth:

That in consideration of the obligations of the parties hereto it is mutually agreed as follows:

1. Within ten (10) days after the date of this Agreement Atlantic shall furnish upon consignment to Dealer in tanks at the service station located at _____

_____ gallons of Atlantic gasoline (hereinafter referred to as "Consignment Inventory"), for sale by Dealer.

2. From time to time thereafter Atlantic shall deliver to Dealer into said tanks at said service station a quantity of gasoline which, when added to that then in the tanks, shall equal said Consignment Inventory. At the time of each delivery under this Paragraph 2 Dealer shall pay to Atlantic an amount of money equal to the number of gallons of gasoline then delivered multiplied by the price per gallon in effect at the time and place of delivery, as established by Atlantic under Paragraph 4 hereof, less a commission based upon the difference between the service station price and the Dealer Tank Wagon price in effect at the time and for the place of delivery, to be determined and applied in accordance with the following schedule:

Difference Between Service Station Price and Dealer Tank Wagon Price	Commission Allowed at Time of Delivery	Credited to Rent Account Provided Dealer Is Lessee From Atlantic
--	---	--

4.5 or more	3.0	1.5
4.4	2.9	1.5
4.3	2.8	1.5
4.2	2.7	1.5
4.1	2.6	1.5
4.0	2.5	1.5
3.9	2.4	1.5
3.8	2.3	1.5
3.7	2.2	1.5
3.6	2.1	1.5
3.5	2.0	1.5
3.4	1.9	1.5
3.3	1.8	1.5
3.2	1.7	1.5
3.1	1.6	1.5
3.0	1.5	1.5
2.9	1.4	1.5
2.8	1.3	1.5
2.7	1.2	1.5
2.6	1.1	1.5
2.5	1.0	1.5
2.4	.9	1.5
2.3	.8	1.5
2.2	.7	1.5
2.1	.6	1.5
2.0	.5	1.5
1.9	.4	1.5
1.8	.3	1.5
1.7	.2	1.5
1.6	.1	1.5
1.5 or less	.0	1.5

3. If, in any calendar month, Dealer's commission hereunder, based on the above schedule in Paragraph 2, is

less than Two Hundred and Sixteen Dollars (\$216.00) excluding commission credited to the Dealer's rent account, Atlantic, by the twentieth day of the following month, shall pay to Dealer the difference between said amount and the commission already received for that month by Dealer. If this Agreement is in effect for a portion of any calendar month the amount of Two Hundred and Sixteen Dollars (\$216.00) shall be adjusted ratably for such month to reflect the number of days that this Agreement is in effect during such month.

4. Atlantic shall establish the service station price which Dealer shall post and at which Dealer shall sell the gasoline consigned by Atlantic to Dealer hereunder.

5. Atlantic shall have the right to enter upon the premises at the above location at any time for the purpose of determining the number of gallons of Atlantic gasoline consigned hereunder then on hand.

6. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

7. If Dealer is lessee from Atlantic of the above service station under a lease on Atlantic's B-3191 form, during the continuance of this Agreement, Atlantic shall reimburse Dealer for Dealer's expenditures covering charges for sewerage, water, gas and electricity consumed or used by Dealer at said service station and all expense of heating same. Atlantic shall also reimburse Dealer for expenditures covering any municipal licenses or charges based on the number of gasoline dispensing pumps on said service station and the storage of gasoline therein. In addition, during the continuance of this Agreement, paragraph 2 of said B-3191 lease and any amendment or modification thereof now in effect shall be suspended and in lieu thereof the following provision shall be in effect:

"2—Lessee shall pay to Atlantic rental at the rate of one and one-half cents (1½) per gallon on each gallon of gasoline delivered to said leased premises required to replenish the Consignment Inventory under lessee's then current Commission Dealer Agreement."

Upon termination of this Agreement the rental as provided for in said suspended paragraph 2 shall become reinstated, subject to any amendment or modification of said paragraph 2 which was in effect on the date hereof.

8. This Agreement may be terminated by either party upon giving thirty days' notice to the other party. Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Atlantic at 260 South Broad St., Philadelphia 1, Pennsylvania and to Dealer at the leased premises, subject to the right of either party to designate in writing a new address to which notices may be sent.

9. Notwithstanding the provisions of Paragraph 8 hereof, if the service station to which deliveries are made is leased by Dealer from Atlantic and if such lease is terminated, this Agreement shall terminate concurrently with said lease.

2134 10. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

(a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer-Tank Wagon price applicable at that location on date of termination.

(b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 2 hereof on the basis of the service station price established by Atlantic and effective on date of termination.

11. * Except as herein specified, Atlantic shall have no control whatsoever over the operation of said service station by Dealer, the purchase and sale of other commodities by Dealer, the number or nature of employees employed by Dealer, or otherwise.

Executed as of the day and year first above written.

The Atlantic Refining Company

By

Regional Manager of Marketing

Dealer

2136

COMMISSION EXHIBIT NO. 95 A-C.

Authorized Distributor's Agreement.

This Agreement made this _____ day of _____, 195____, between The Atlantic Refining Company, _____, a corporation of the Commonwealth of Pennsylvania, hereinafter called Atlantic, and _____ of _____, County of _____ State of _____, hereinafter called Buyer,

Whereas Atlantic is a marketer of Atlantic branded petroleum products, and

Whereas Buyer is desirous of obtaining the privilege of acting as an authorized distributor for Atlantic of such petroleum products,

Witnesseth:

Product and Quantity. Atlantic agrees to sell and Buyer agrees to purchase, _____ gallons of Atlantic White Flash and _____ gallons of Atlantic Hi-Arc and such additional quantities of each product as Buyer shall order from time to time, provided that Atlantic shall not be required to deliver in any one year more than _____ gallons of Atlantic White Flash or more than _____ gallons of Atlantic Hi-Arc.

Deliveries Deliveries hereunder shall be made in tank car or truck transport in approximate equal monthly quantities to the following bulk plant or plants of Buyer:

Resale In Authorized Territory In consideration of Atlantic's granting to Buyer the privilege of acting as an authorized distributor for Atlantic in and about the territory described below, Buyer's purchases under this agreement shall be only for resale to consumers and to regularly established dealers by tank truck delivery. Buyer shall diligently further the sale of Atlantic's products during the period this agreement is effective.

Period Of Time This agreement shall extend from and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Price The price shall be determined as follows:

2137 **Freight Charges** When shipments are made "freight collect", allowance for freight will be made on the face of the invoice.

Terms of Payment

If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory, to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this agreement are to be made at par.

Shipments Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Taxes Any tax or other charge now or hereafter imposed by law, domestic or foreign, on any product herein sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2138 **Unloading** Buyer promptly shall receive shipments or unload the transportation facilities employed, return empty cars as instructed and pay demurrage, tank car rental and all other charges or damages for delay in receipt or unloading.

Tetraethyl Lead Regulations Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Atlantic's suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of such suppliers every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by such suppliers.

Force Majeure Buyer shall not be obligated to accept deliveries if unable to operate Buyer's business by reason of fire, flood, war, civil commotion, strikes, blockade or causes beyond Buyer's control. Atlantic shall not be re-

sponsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in Atlantic's sole discretion to restrict or cease deliveries hereunder.

Claims No claim of Buyer on account of shortage in quantity or defect in quality of the products delivered hereunder or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment and at least twenty-four (24) hours before the unloading thereof notifies Atlantic in writing or by telegram addressed to Atlantic at 260 South Broad Street, Philadelphia 1, Pa., of such claim and extends to Atlantic the opportunity of making an investigation.

Advertising Atlantic shall loan to Buyer, under separate bailment agreement, the globes or lenses required for gasoline dispensing equipment used by Buyer or Buyer's customers in the distribution of such products purchased from Atlantic. Atlantic, at Atlantic's option, may also loan to Buyer, under separate bailment agreement, Atlantic's approved advertising signs. Buyer shall supply all other dispensing equipment and advertising signs.

Trade Marks Atlantic grants to Buyer during the period of this agreement the right to use and display Atlantic's trade mark or marks, covering the products purchased

from Atlantic, but such right or privilege shall cease at the termination of this agreement.

Conflicting Laws Or Regulations This agreement contemplates full compliance with all laws, ordinances, and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear to be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; and (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated Buyer shall be obligated to settle any unpaid balances due hereunder and the party in default shall be obligated to pay to the party so terminating the sum of one cent (1¢) for each gallon of product which for any reason is not delivered, or accepted, as provided herein up to the minimum quantities specified. Such sum shall be deemed full liquidated

damages for all losses resulting from such default. Waiver of any one or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business Should Buyer at any time during the period of this agreement desire to sell, lease or otherwise dispose of Buyer's petroleum business, or any substantial part thereof, Buyer shall give written notice to Atlantic of the price and terms of any offer to purchase, lease or otherwise acquire said business or part thereof, and Atlantic shall have the first option to purchase, lease or otherwise acquire such business or part thereof at the price and upon the terms of each such offer. Such option shall extend for a period of sixty (60) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale, lease or other disposition by Buyer or failure of Atlantic to exercise any option hereunder shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability This agreement shall not be assigned by either party without the written consent of the other party.

Constitutes Whole Agreement This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company

By

Buyer

By

Witness:

.....

.....

COMMISSION EXHIBIT NO. 95D-F.

This Agreement made this _____ day of _____, 195____, between The Atlantic Refining Company, _____, a corporation of the Commonwealth of Pennsylvania, hereinafter called Atlantic, and _____ of _____, County of _____, State of _____, hereinafter called Buyer,

Whereas Buyer is desirous of obtaining the privilege of acting as an authorized distributor for Atlantic of such petroleum products,

Product and Quantity—Atlantic agrees to sell and Buyer agrees to purchase,

gallons of Atlantic Gasoline and
gallons of Atlantic Premium Gasoline
and such additional quantities of each product as Buyer
shall order from time to time, provided that Atlantic shall
not be required to deliver in any one year more than
gallons of Atlantic Gasoline or more than
gallons of Atlantic Premium Gasoline.

Deliveries—Deliveries hereunder shall be made in tank car or truck transport in approximately equal monthly quantities to the following bulk plant or plants of Buyer:

Resale In Authorized Territory—In consideration of Atlantic's granting to Buyer the privilege of acting as an authorized distributor for Atlantic in and about the territory described below, Buyer's purchases under this agreement shall be only for resale to consumers and to regularly established dealers by tank truck delivery. Buyer shall diligently further the sale of Atlantic's products during the period this agreement is effective.

Period of Time—This agreement shall extend from and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Price—The price shall be determined as follows:

Credit Card Privilege—Atlantic will accept from Buyer assignment of accounts which result from retail credit sales made by Buyer at its own service station retail outlets or by service station Dealers purchasing Atlantic petroleum products from Buyer and will pay or credit Buyer the amount thereof, subject to the terms and conditions outlined by Atlantic from time to time. This arrangement will continue so long as Buyer continues to handle Atlantic petroleum products, unless terminated by either party giving to the other not less than forty-eight (48) hours advance written notice of termination.

Freight Charges—When shipments are made "freight collect", allowance for freight will be made on the face of the invoice.

Terms of Payment

If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this agreement are to be made at par.

Shipments—Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Taxes—Any tax or other charge now or hereafter imposed by law, domestic or foreign, on any product herein sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2141 Unloading—Buyer promptly shall receive shipments or unload the transportation facilities employed, return empty cars as instructed and pay demurrage, tank car rental and all other charges or damages for delay in receipt or unloading.

Tetraethyl Lead Regulations—Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Atlantic's supplies of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of such suppliers every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by such suppliers.

Force Majeure—Buyer shall not be obligated to accept deliveries if unable to operate Buyer's business by reason of fire, flood, war, civil commotion, strikes, blockade or

causes beyond Buyer's control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in Atlantic's sole discretion to restrict or cease deliveries hereunder.

Claims—No claim of Buyer on account of shortage of quantity or defect in quality of the products delivered hereunder, or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment notifies Atlantic of such claim, with subsequent confirmation in writing, and extends to Atlantic the opportunity of making an investigation.

Advertising—Atlantic shall loan to Buyer, under separate bailment agreement, the globes or lenses required for gasoline dispensing equipment used by Buyer or Buyer's customers in the distribution of such products purchased from Atlantic. Atlantic, at Atlantic's option, may also loan to Buyer, under separate bailment agreement, Atlantic's approved advertising signs. Buyer shall supply all other dispensing equipment and advertising signs.

Trade Marks—Atlantic grants to Buyer during the term of this agreement the right to use and display Atlantic's

trade mark or trade marks, covering the products purchased from Atlantic, but such right and privilege shall cease at the termination of this agreement and Buyer shall discontinue the use and display of Atlantic's trade mark or trade marks.

Conflicting Laws or Regulations—This agreement contemplates full compliance with all laws, ordinances, and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear or be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default—Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; and (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages—In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated Buyer shall be

obligated to settle any unpaid balances due here under and the party in default shall be obligated to pay to the party so terminating the sum of one cent (1c) for each gallon of product which for any reason is not delivered, or accepted, as provided herein up to the minimum quantities specified. Such sum shall be deemed full liquidated damages for all losses resulting from such default. Waiver of any one or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business—Should Buyer at any time during the period of this agreement desire to sell, lease or otherwise dispose of Buyer's petroleum business, or any substantial part thereof, Buyer shall give written notice to Atlantic of the price and terms of any offer to purchase, lease or otherwise acquire said business or part thereof, and Atlantic shall have the first option to purchase, lease or otherwise acquire such business or part thereof at the price and upon the terms of each such offer. Such option shall extend for a period of sixty (60) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale, lease or other disposition by Buyer or failure of Atlantic to exercise any option hereunder shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability—This agreement shall not be assigned by either party without the written consent of the other party.

Constitutes Whole Agreement—This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company

By

Buyer

By

Witness:

2142

COMMISSION EXHIBIT NO. 96.

Authorized Distributors Agreement

Atlantic

Agreement made as of this day of, 19....., between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Atlantic," and of County of State of, hereinafter called "Buyer."

Duration: This Agreement shall extend from 19....., to, 19....., and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Products: Atlantic Motor Oils and Atlantic Automotive Lubricants.

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at barrels, during the period between

_____, 19____, and _____, 19____, but in no event shall Atlantic be required to deliver more than _____ barrels in any 12-month period. Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above. Fifty (50) gallons of Atlantic Motor Oils or 400 pounds of Atlantic Automotive Greases shall be considered one (1) barrel.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule." A copy of the current schedule effective _____ is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices specified in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule."

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par. Cash discount 1% for payment in 10 days, net 30 days. No discount on tax and freight.

Shipment: Buyer shall give Atlantic shipping instructions at least 10 days in advance of the time shipments are desired, and if possible shall notify Atlantic of the quantity desired for any one month thirty days in advance. Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil

commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation, or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Delivery: F. O. B.

Shipments are to be made transportation charges collect with the understanding that Atlantic shall deduct from the invoices the carload or truckload freight (not including transportation tax) depending upon carrier used. Any increase in freight rates over those in effect on the date hereof may be added to the prices stated above, in Atlantic's discretion.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: Atlantic shall not be responsible under any circumstances for any consequential damages or injury.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Authorized Distributors Agreements for Atlantic Motor Oils and Atlantic Automotive Lubricants now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By _____

Buyer _____

By _____

2144

COMMISSION EXHIBIT NO. 96A.

Authorized Distributors Agreement

Atlantic

Agreement made as of this _____ day of _____, 19____, between The Atlantic Refining Company, _____, a Pennsylvania corporation, hereinafter called "Atlantic", and _____ of _____

County of _____ State of _____, hereinafter called "Buyer".

Sale: Atlantic agrees to sell and Buyer agrees to purchase during the period between _____ 19____, and _____, 19____, Atlantic Automotive Lubricants as ordered by Buyer, estimated for each successive 12-month period at _____ barrels.

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term,

this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least ninety (90) days prior written notice.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule." A copy of the current schedule is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices specified in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule."

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par. Cash discount 1% for payment in 10 days, net 30 days. No discount on tax and freight.

Shipment: Buyer shall give Atlantic shipping instructions at least 10 days in advance of the time shipments are desired, and if possible shall notify Atlantic of the quantity desired for any one month thirty days before the first day of such month.

Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery.

due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation, or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Delivery: F. O. B.

Shipments are to be made transportation charges collect with the understanding that Atlantic shall deduct from the invoices the carload or truckload freight depending upon carrier used. Any increase in freight rates over those in effect on the date hereof may be added to the prices stated above, in Atlantic's discretion.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This Agreement cannot be amended by written instrument duly executed by both parties.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the original term, all former agreements now in effect between the parties relating to the purchase and sale of Atlantic Automotive Lubricants.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By _____

Buyer _____

By _____

2145

COMMISSION EXHIBIT NO. 97.

Loaned Equipment Contract

The Atlantic Refining Company, hereinafter called "Atlantic", reserving the right of addition, change, substitution and maintenance, lends to _____

_____ hereinafter called "Customer" to enable "Customer" to store and dispense petroleum products purchased from Atlantic pursuant to the terms of sundry contracts with Atlantic and for no other purpose, equipment now or hereafter to be installed at Street and Number _____ City _____, State _____,

which shall remain personalty and the property of Atlantic, and which "Customer" shall not remove, but shall repair and maintain, as follows:

In consideration of Atlantic's lending said equipment to "Customer", "Customer" will maintain and keep in

good repair and assumes and agrees to be responsible for full and exclusive control of said equipment and any additions to or substitutions therefor and agrees to indemnify and save harmless Atlantic from and against any and all liability for personal injury and property damage, or either, resulting in any manner by reason of the condition or use of such equipment and any additions to or substitutions therefor. Upon termination or cancellation, for any cause, of any agreement between "Customer" and Atlantic affecting the above location, said equipment and any additions to or substitutions therefor will be returned to Atlantic. At Atlantic's option, Atlantic may keep said equipment in place for a reasonable time to negotiate for its sale or other disposition; but, Atlantic, in any event, shall not be obliged to remove any underground equipment.

Witness "Customer's" signature and seal this _____
day of _____, 19_____

(Seal)
(Seal)

Witness:

Consent and Confirmation

Each of the following signers as owner, part owner, mortgagee, or lien holder of the above noted premises, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of the equipment covered by the above agreement, hereby consents and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance and disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon written notice of Atlantic's intention not to remove the same.

Witness my and our signatures and seals this _____
day of _____, 19_____.

_____(Seal)

_____(Seal)

Witness:

2147 COMMISSION EXHIBIT NO. 97A.

Atlantic

Loaned Equipment Contract

The Atlantic Refining Company,
hereinafter called "Atlantic", reserving the right of addition, change, substitution and maintenance, lends to _____
_____ hereinafter called "Customer"
to enable Customer to store and dispense petroleum products purchased from Atlantic pursuant to the terms of sundry contracts with Atlantic and for no other purpose, equipment now or hereafter to be installed at Street and Number _____ City _____ State _____, which shall remain personalty and the property of Atlantic, and which Customer shall not remove, but shall repair and maintain, as follows:

In consideration of Atlantic's lending said equipment to Customer, Customer will maintain and keep in good repair and assumes and agrees to be responsible for full and exclusive control of said equipment and any additions to or substitutions therefor and agrees to indemnify and save harmless Atlantic from and against any and all liability for personal injury and property damage, or either, resulting in any manner by reason of the condition or use of such equipment and any additions to or substitutions therefor. Upon termination or cancellation, for any cause, of any agreement between Customer and Atlantic affecting

the above location, said equipment and any additions to or substitutions therefor will be returned to Atlantic. At Atlantic's option, Atlantic may keep said equipment in place for a reasonable time to negotiate for its sale or other disposition, but, Atlantic, in any event, shall not be obliged to remove any underground equipment.

Witness Customer's signature and seal this _____
day of _____, 19_____.

Witness:

_____(Seal)

_____(Seal)

Consent and Confirmation

Each of the following signers as owner, part owner, mortgagee, or lien holder of the above noted premises, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of the equipment covered by the above agreement, hereby consents and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance and disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon written notice of Atlantic's intention not to remove the same.

Witness my and our signatures and seals this _____
day of _____, 19_____.

Witness:

_____(Seal)

_____(Seal)

2148 COMMISSION EXHIBIT NO. 98A-G.

This Agreement made as of this day of 19....., by and between The Atlantic Refining Company, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called "Atlantic", and of, hereinafter called "Distributor".

Witnesseth:

1. Atlantic hereby constitutes Distributor a representative solely for the purpose of the sale, distribution and marketing of petroleum products, namely, gasoline, furnace oil, kerosene, motor oil and greases, of Atlantic upon the terms and conditions and within the territory hereinafter designated.

2. Distributor shall offer for sale and make sales of said products only in the vicinity of Lakewood, New Jersey.

3. Atlantic will ship to Distributor on consignment petroleum products, including gasoline, furnace oil, kerosene, motor oil and greases, which shall hereinafter be referred to as "consigned merchandise" for sale by Distributor in the territory covered by this agreement. All such consigned merchandise shall be received by Distributor and stored at the bulk plant which has been provided by Atlantic at Lakewood, New Jersey, and shall at all times remain the property of Atlantic until sold by Distributor. All tanks, drums or containers at said bulk and used for the storage of said consigned merchandise, shall always be marked so as to show that the contents thereof are the sole property of Atlantic. Distributor shall provide and pay for the necessary employees to properly handle, protect and safeguard the property of Atlantic and shall be liable for all losses, shortages or thefts of said property from said bulk plant.

2150 4. With respect to all persons at any time employed by, or on the payroll of Distributor, or performing any work for or on behalf of Distributor, or in connection with or arising out of the business thereof, Distributor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance or old age retirement benefits, pensions, or annuities, now or hereafter imposed by the government of the United States, or any State or political sub-divisions thereof, whether the same be measured by the wages, salaries or other remuneration paid to such persons, or the number of such persons, or otherwise; it being understood that no such persons shall be deemed the employees of Atlantic.

5. Distributor shall sell Atlantic's products at Atlantic's regular marketing prices as the same shall be announced from time to time by Atlantic to the Distributor and posted at the aforesaid bulk plant. Distributor shall be governed in all respects by the general marketing policy of Atlantic in respect to whole prices, discounts and other matters pertaining to price structure of Atlantic's products marketed by Atlantic.

6. Upon the sale by Distributor of any of the consigned merchandise, deliveries thereof shall be made by Distributor from the supply stored at said bulk plant.

7. Distributor, at all times, shall provide and maintain an adequate number of salesmen and other employees to carry on properly the business herein provided for and shall apply himself energetically to the management and direction of the sales organization employed by him hereunder and to the sale of Atlantic's products and building up of Atlantic's business in said territory, and, at all times, shall maintain the prestige of Atlantic for fair dealings and honorable business methods.

2151 8. Distributor shall pay all salaries and wages of.

employees necessary to carry on said business and shall pay all other costs and expenses of said business, except those herein specifically required to be paid by Atlantic. Distributor shall provide and maintain suitable motor trucks for delivery of the aforesaid consigned merchandise.

9. Atlantic shall supply Distributor with equipment for dispensing gasoline and motor oils. Said equipment may be loaned to Distributor's customers only with the approval of Atlantic and under Atlantic's standard forms of agreement. Atlantic shall be the sole judge of the amount, kind or character of equipment to be furnished to Distributor.

10. Distributor shall be governed in granting credit to Distributor's customers by the credit policy of Atlantic and shall collect daily all money due for goods sold to Distributor's customers and make deposits daily of the money collected for Atlantic's account in a depository designated by Atlantic. The account of said depository shall be carried in Atlantic's name and subject to withdrawal only by Atlantic.

11. Distributor shall collect with due diligence all accounts from customers whose credit has been approved by Atlantic. If said accounts are not collected by Distributor and remitted to Atlantic within 90 days from the date of the sale of the products covered by such account, Distributor shall refund to Atlantic any commission or commissions paid Distributor on said accounts. The account of any customer to whom credit has been given by Distributor beyond the line of credit established for said customer by Atlantic, and the account of any customer to whom Atlantic has refused to extend any credit are to be charged to Distributor and the amounts thereof shall be deducted from any commissions due Distributor by Atlantic.

2153 12. Atlantic will allow and pay to Distributor com-

mission on the sale and delivery of the products herein mentioned as follows:

- Atlantic Hi-Arc Gasoline—1½¢ per gallon
- Atlantic White Flash Gasoline—1½¢ per gallon
- Atlantic Rayolight Oil (Kerosene)—1½¢ per gallon
- Atlantic Furnace Oil—1½¢ per gallon
- Atlantic Motor Oils—20% of the selling price thereof (exclusive of taxes) as established under the provisions of Paragraph 5.
- Atlantic Package Goods—20% of the selling price thereof (exclusive of taxes) as established under the provisions of Paragraph 5.

These commissions are payable only upon the consigned merchandise sold by Distributor through the aforesaid bulk plant, and no commissions shall be payable upon any sales of gasoline, furnace oil, kerosene, motor oil and greases that may be made by Atlantic in tank car quantities or otherwise. All commissions due hereunder shall be paid on or before the 15th day of each month for business done during the preceding month, less any charges against same herein authorized.

13. With respect to any service or filling stations operated by Distributor within the territory covered by this agreement for the purpose of selling at retail products of Atlantic, Distributor shall make such withdrawals from the supply or stock of consigned merchandise as may be necessary for Distributor's said retail service station business, and shall pay for the consigned merchandise so withdrawn in cash at time of delivery at Atlantic's published wholesale price. Distributor shall be allowed and paid the same commission on all such consigned merchandise so withdrawn as Atlantic allows Distributor on like consigned merchandise sold to Distributor's customers.

14. Atlantic shall pay all Federal, State or other taxes based on ownership of property and levied or assessed

against the property of Atlantic used by Distributor 2155 and any license fees required by Federal, State or other laws or ordinances for carrying on the wholesale business contemplated by this agreement. Distributor shall pay all taxes or license fees imposed upon the use and operation of Atlantic's property in Distributor's retail business, as well as for such taxes and license fees or others imposed upon Distributor for carrying on Distributor's retail business and upon property owned or furnished by Distributor for either the wholesale or retail business.

15. Distributor shall not sell, offer for sale or handle within the territory herein provided for, in any manner, petroleum products, derivatives therefrom, or substitutes therefor, except those manufactured or offered for sale by Atlantic.

16. Distributor shall keep proper and adequate records of all receipts of consigned merchandise, of all sales made by Distributor and of all consigned merchandise withdrawn from said bulk plant, which said records shall be at all times open to the inspection of Atlantic.

17. Atlantic shall supply and furnish Distributor with the products necessary to carry on the business herein provided for, unless prevented by any cause or causes beyond the reasonable control of Atlantic.

18. If remittances are not made promptly for all consigned merchandise withdrawn by Distributor, or if, in the sole judgment of Atlantic, Distributor's financial responsibility is unsatisfactory or Distributor displays lack of business energy in carrying on the business herein provided for or Distributor violates or fails to comply with any of the terms and conditions of this agreement, Atlantic, at Atlantic's sole option, forthwith may cancel and terminate this agreement at any time, and Atlantic at once shall be entitled to receive back, and Distributor shall deliver

to Atlantic free of any liens, cost or expense at said
2157 bulk plant, all of Atlantic's property, including all
said consigned merchandise.

19. This agreement or any interests therein may not
be assigned or in any wise transferred by Distributor with-
out written consent of Atlantic.

20. Failure of Atlantic to enforce any of the provisions
hereof or to exercise any option or to require any perform-
ance by Distributor of such provisions herein contained
shall in no wise be construed as a waiver of such provisions
or in any way affect the validity of this agreement or any
part thereof or Atlantic's right to enforce thereafter each
and every provision.

21. Distributor shall not incur any indebtedness or
assume any liability in the name of Atlantic or for Atlan-
tic's account without first having received the written con-
sent of Atlantic to incur such indebtedness, or liability.

22. Distributor hereby agrees to provide at Distribu-
tor's own expense Workmen's Compensation Insurance for
Distributor's employees. Distributor shall indemnify and
save harmless Atlantic in and from all suits, losses, claims,
liability or damage which may arise out of any injuries to
Distributor, Distributor's employees, and any persons or
property for or by reason of the violation of any ordi-
nances, laws or regulations or by reason of or resulting
from or in any incident to the negligent acts or omissions
of Distributor, Distributor's employees or servants in
connection with the operation of the business herein con-
templated, or in connection with the trucks and equipment
used or to be used in connection herewith or arising in
any manner in connection with the sale, distribution or
marketing of consigned merchandise under this agree-
ment.

2159 23. Distributor shall furnish Atlantic, at Distrib-
utor's expense, with bond or bonds acceptable to At-

lantic, and for such an amount as Atlantic from time to time may consider necessary and adequate for the faithful performance by Distributor of the terms and conditions of this contract.

24. This agreement, unless sooner terminated as provided in Paragraph 18 hereof, shall continue in full force and effect from _____, 19____ until terminated by either party giving to the other party sixty (60) days' written notice of intention to terminate the agreement. Immediately upon such termination, Distributor shall deliver to Atlantic, at Atlantic's bulk plant aforesaid, all of Atlantic's property, including all said consigned merchandise free of any lien, cost or expense to Atlantic.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

The Atlantic Refining Company
By _____
Regional Manager of Marketing

Witness:

2161 COMMISSION EXHIBIT No. 98H-K

Atlantic

Commission Distributor Consignment Agreement

First: The Atlantic refining Company, hereinafter called "Consignor", and _____ of _____, hereinafter called "Consignee", desiring to arrange for the sale and distribution of petroleum products at _____ and vicinity, agree as follows:

Second: Consignor shall deliver on consignment to Consignee stocks of gasoline at the bulk station operated

by Consignee at above address and will establish the prices at which said products are to be sold by Consignee.

Third: Consignee shall have charge of said stocks, take inventories of same as required by Consignor, and be responsible for all stocks and containers delivered to him by consignor.

Fourth: Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible for all shortages of bulk stock in excess of one half of one per cent ($\frac{1}{2}\%$) of the monthly throughput.

Fifth: Authorized representatives of Consignor may inventory and inspect Consignor's property, stocks, goods and merchandise of whatever kind at any time during business hours.

Sixth: Consignee shall sell and deliver in a diligent efficient and business like manner the aforementioned products, in accordance with Consignor's Direct Marketing policies, now in effect and as changed from time to time to the accounts designated by Consignor in the geographical territory described in the attached map. Consignee shall be responsible for all said products delivered, and settle with Consignor each day of said products delivered by him that day.

Seventh: All of said products shall be sold by Consignee in strict accordance with Consignor's established prices in effect at time and place of delivery for dealers and consumers in the territory covered by this Agreement. Consignee shall remit to Consignor cash for all deliveries of consigned products made by him except in the case of deliveries to customers whose credit has been previously approved in writing by Consignor; credit deliveries shall be at prices and upon terms specified in writing by Consignor.

Eighth: Consignee shall transmit daily to Consignor's office at _____, on such forms as required by Consignor, written statements, showing in detail all sales and deliveries of said products made by him and shall remit daily to Consignor all moneys received by him from the sale of said products, together with signed receipts for both cash and credit sales.

Ninth: As soon as practical after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month, as reported by Consignee, and shall permit to Consignee after deducting any amounts due the Consignor hereunder the commissions earned on such sales and deliveries at the following rates:

Atlantic Gasoline —One & Six-tenths cents
(1.6¢) per gallon

Atlantic Premium Gasoline—One & Six-tenths cents
(1.6¢) per gallon

When deliveries of Gasoline are made to dealers in an area in which the price to dealers established by Consignor is below Consignor's posted zone tank wagon price for that area, or when deliveries of Gasoline are made to consumers under contract with Consignor, at prices below Consignor's posted commercial tank wagon price for the products involved at time and place of delivery, the commission payable will be as follows:

Up to and including 1.00¢ below Consignor's posted zone tank wagon price at time and place of delivery
.....1.60¢ per gallon

When such prices go below this level, Consignor will share this decline half and half with Consignee to the minimum commission of 1.10¢.

In no event shall Consignee receive less than \$2.00 per delivery to consumers.

Consignor in consideration for use of Consignee's stor-

age facilities will pay the Consignee an additional commission of one quarter of a cent (.25¢) over and above the commission stated herein on each gallon of gasoline delivered by the Consignee from said storage facilities.

Tenth: Consignee shall have entire charge of the management and operation of his business; shall furnish and maintain all necessary buildings, improvements, storage and handling equipment and tools; shall furnish, 2163 maintain and operate his delivery equipment; shall have such equipment painted in conformance with Consignor's policy; and shall supply Consignor with gauge sheets properly calibrated for each truck loading at Atlantic Plants or Terminals that do not have printing meters at loading racks.

Eleventh: Consignee shall furnish all his own helpers and employees, and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs of like nature arising out of Consignee's business and upon his property, and Consignor shall in no event have any liability for the negligence of Consignee, or his employees, in conducting said business.

Twelfth: Consignor will buy from Consignee at prices agreed upon by the parties any and all Gasoline dispensing equipment that he may have installed at his own expense at locations of accounts to whom Consignee delivers gasoline hereunder, and will supply, maintain, and replace as needed all equipment for dispensing gasoline required by said accounts in accordance with Consignor's existing equipment program for Commission Distributors.

Thirteenth: Consignee may loan equipment to customers only with approval of Consignor and under Consignor's standard form of agreement.

Fourteenth: Consignee shall collect from customers and return to Consignor as directed all returnable containers without additional compensation, which service shall be included in the commissions specified in this agreement.

Fifteenth: Consignee agrees that he will procure and maintain workmen's compensation insurance and public liability insurance covering all equipment used by him in the operation of said business. Said public liability insurance shall carry liability of not less than \$25,000.00 for one (1) person and \$50,000.00 for one (1) accident, and a minimum of \$5,000.00 property damage.

Satisfactory evidence of the existence of such insurance shall be furnished Consignor.

Sixteenth: It is expressly agreed and stipulated that neither Consignee nor the employees of Consignee shall be deemed or construed to be employees of Consignor.

Seventeenth: It is expressly agreed that Consignor shall have the right through salesmen, agents, drivers, or representatives to solicit business and make deliveries and 2164 sales of its products in any territory, and that Consignee shall not be entitled to any commission on sales and deliveries of Gasolines made by other than himself or his employees.

Eighteenth: This Agreement shall extend from..... to..... However, should Consignee fail to settle for any Gasolines delivered to him by Consignor as provided for in this Agreement, Consignor may immediately cancel this Agreement or suspend deliveries until settlement is made. Upon termination of this Agreement for any reason, Consignee shall delivery to Consignor all property, books and records in his possession or under his control by reason of this Agreement.

Nineteenth: If Consignee dies, the Agreement shall terminate automatically. If Consignee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Consignor shall have the right to terminate this agreement.

Twentieth: This written contract contains the entire agreement between the parties and its execution has not

been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This contract is personal and cannot be assigned without Consignor's prior consent nor can it be amended except by written instrument duly executed by both parties.

Executed in duplicate this day of, 195.....

The Atlantic Refining Company

By

.....
Consignee

2165

COMMISSION EXHIBIT No. 98L.

Rider to Commission Distributor Consignment Agreement

Effective this date, the following will supplement and be made the second paragraph of the ninth provision in the attached Commission Distributor Consignment Agreement executed between The Atlantic Refining Company and the Consignee on the day of 195.....

"When deliveries of Gasoline are made to Lessee Dealers, the commission payable by Consignor on such deliveries shall be at the rate of One and One-tenths cents (1.1¢) per gallon for both Atlantic Gasoline and Atlantic Premium Gasoline."

With the addition of the above paragraph as a part of the attached Agreement, it is further agreed by Consignor and Consignee that the term "dealers" used in the paragraph it immediately precedes, refers to and applies to Contract Dealers only.

The Atlantic Refining Company

By

Consignee

2166

COMMISSION EXHIBIT No. 98M-P.

Atlantic

Commission Agent Consignment Agreement

This Agreement made and entered into this day of, 195....., by and between The Atlantic Refining Company, a corporation, having its principal office in Philadelphia, Pennsylvania hereinafter referred to as "Consignor" and of, hereinafter referred to as "Consignee",

Witnesseth:

Consignee shall sell and deliver to accounts specified by Consignor Atlantic Gasolines, Motor Oils and Lubricants delivered by Consignor on consignment into Consignee's delivery equipment at Consignor's bulk plant.

First: Consignee shall sell and deliver in a diligent, efficient and bussinesslike manner, the aforementioned products in accordance with Consignor's Direct Marketing policies, now in effect and as changed from time to time to accounts designated by Consignor in the geographical territory described in the attached map. Consignee shall be responsible for all said products delivered by him that day.

Second: Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible therefore until sold.

Third: All of said products shall be sold by Consignee in strict accordance with Consignor's established prices in effect at time and place of delivery for dealers and consumers in the territory covered by this agreement. Consignee shall remit to Consignor cash for all deliveries of consigned products made by him, except in the case of deliveries to customers whose credit has been previously

approved in writing by Consignor; credit deliveries shall be at prices and upon terms specified in writing by Consignor.

Fourth: Consignee shall transmit daily to Consignor's office at, on such 2167 forms as required by Consignor, written statements, showing in detail all sales and deliveries of said products made by him and shall remit daily to Consignor all moneys received by him from the sale of said products, together with signed receipts for both cash and credit sales.

Fifth: As soon as practical after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month as reported by Consignee, and shall remit to Consignee after deducting any amount due the Consignor hereunder commissions earned on such sales and deliveries at the following rates:

Atlantic Gasoline	—One & Six-tenths cents (1.6¢) per gallon
Atlantic Premium Gasoline	—One & Six-tenths cents (1.6¢) per gallon
Atlantic Motor Oils and Lubricants	—Fifteen percent (15%) of invoice price excluding tax

When deliveries of Gasoline are made to dealers in an area in which the price to dealers established by Consignor is below Consignor's posted zone tank wagon price for that area or when deliveries of gasoline are made to consumers under contract with Consignor at prices below Consignor's posted Commercial Tank Wagon price for product involved at time and place of delivery, the commission payable will be as follows:

Up to and including 1.00¢ below Consignor's posted zone tank wagon price at time and place of delivery.....	1.60¢
	per gallon

When such prices go below this level, Consignor will share this decline half and half with Consignee to the minimum commission of 1.10¢.

In no event shall Consignee receive less than \$2.00 per delivery to consumers.

Sixth: Consignee shall have entire charge of the management and operation of his business; shall furnish, maintain and operate his delivery equipment; shall have such equipment painted in conformance with Consignor's policy; and shall supply Consignor with gauge sheets, properly-calibrated, for each truck loading at Atlantic Plants or Terminals that do not have printing meters at loading racks.

Seventh: Consignee shall furnish all his own helpers and employees and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs 2168 of like nature arising out of Consignee's business and upon his property, and Consignor shall in no event have any liability for the negligence of Consignee, or his employees in conducting the business.

Eighth: Neither Consignee nor his employees shall be deemed or construed to be employees of Consignor.

Ninth: Consignor will buy from Consignee at prices agreed upon by the parties any and all gasoline dispensing equipment that he may have installed at his own expense, at locations of accounts to whom Consignee delivers gasoline hereunder, and will supply, install, maintain, and replace as needed all equipment for dispensing gasoline required by said accounts in accordance with Consignor's existing equipment program for Commission Agents.

Tenth: Consignee may loan equipment to customers only with approval of Consignor and under Consignor's standard form of agreement.

Eleventh: Consignee shall collect from customers and return to Consignor as directed all returnable containers

without additional compensation, which service shall be included in the commissions specified in this agreement.

Twelfth: Consignee agrees that he will procure and maintain workmen's compensation insurance and public liability insurance covering all equipment used by him in the operation of said business. Said public liability insurance shall carry liability of not less than \$25,000.00 for one (1) person and \$50,000.00 for one (1) accident, and a minimum of \$5,000.00 property damage.

Satisfactory evidence of the existence of such insurance shall be furnished Consignor.

Thirteenth: It is expressly agreed that Consignor shall have the right through salesman, agents, drivers, or representatives to solicit business and made deliveries and sales of its products in any territory, and that Consignee shall not be entitled to any commission on sales and deliveries of Gasoline, Motor Oils and Lubricants made by other than himself or his employees.

Fourteenth: This Agreement shall extend from to However, should Consignee fail to settle for any Casolines, Motor Oils and Lu-2169 bricants delivered to him by Consignor as provided for in this Agreement, Consignor may immediately cancel this Agreement or suspend deliveries until settlement is made. Upon termination of this Agreement for any reason, Consignee shall deliver to Consignor all property, books and records in his possession or under his control by reason of this Agreement.

Fifteenth: If Consignee dies, the agreement shall terminate automatically. If Consignee becomes involved in any insolvency, or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Consignor shall have the right to terminate this agreement.

Sixteenth: This written contract contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or

agreement of any kind other than those herein expressed. This contract is personal and cannot be assigned without Consignor's prior consent nor can it be amended except by written instrument duly executed by both parties.

Executed in duplicate this _____ day of

195.....

The Atlantic Refining Company

By _____

Consignee.

2170

COMMISSION EXHIBIT NO. 98Q.

Rider to

Commission Agent

Consignment Agreement

Effective this date, the following will supplement and be made the second paragraph of the fifth provision in the attached Commission Agent Consignment Agreement executed between The Atlantic Refining Company and the Consignee on the _____ day of _____ 195.....

"When deliveries of Gasoline are made to Lessee Dealers, the commission payable by Consignor on such deliveries shall be at the rate of One and One-tenths cents (1.1¢) per gallon for both Atlantic Gasoline and Atlantic Premium Gasoline."

With the addition of the above paragraph as a part of the attached Agreement, it is further agreed by Consignor and Consignee that the term "dealers" used in the paragraph it immediately precedes, refers to and applies to Contract Dealers only.

The Atlantic Refining Company

By _____

Consignee. _____

2548

Commission Exhibit No. 98R-T.

2171 COMMISSION EXHIBIT NO. 98R-T.

Bulk Sales Agreement

This Agreement made this day of
194 , by and between The Atlantic
Refining Company,
a corporation of the Commonwealth of Pennsylvania, here-
inafter called Atlantic, and
of , County of ,
State of , hereinafter called Buyer,

Witnesseth:

Quantity Atlantic agrees to sell and Buyer agrees to
and purchase

Product , during the

Period period commencing and
of Time ending with

the understanding that Atlantic shall not be required to
deliver and Buyer shall not be required to accept more
than one-eighth ($\frac{1}{8}$) of the estimated maximum quantity
specified in this agreement in any calendar month.

Price The price shall be determined as follows:

2172-A Freight Charges

Terms of Payment

If during the continuance of this agreement, in the opin-
ion of Atlantic, the financial responsibility of Buyer be-
comes impaired or unsatisfactory, cash payments or sat-
isfactory security may be required by Atlantic as a condi-
tion precedent to the shipment of orders under this agree-
ment.

Taxes Any tax or other charge now or hereafter im-
posed by law, domestic or foreign, on any product herein

sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2172-B Tetraethyl Lead Regulation Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Ethyl Corporation or United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of Ethyl Corporation every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by Ethyl Corporation.

Shipments Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Shipments hereunder shall be made in tank cars or truck transports from _____ to the distributing station of Buyer at the following location or locations:

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Force Majeure Buyer shall not be obligated to accept

deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Claims No claim of Buyer on account of shortages in quantity or defect in quality of the products delivered hereunder or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment and at least twenty-four (24) hours before the unloading thereof notifies Atlantic in writing or by telegram addressed to Atlantic at 260 South Broad Street, Philadelphia 1, Pa., of such claim and extends to Atlantic the opportunity of making an investigation.

Tank Car Rental Buyer shall pay Atlantic rental for use of tank cars on the basis of \$2.00 per day, with free time allowance of the first two calendar days following the day of actual or constructive placement of the tank car. Rental shall be paid for Sundays and holidays except when such days fall within the two days' free time. Buyer shall also pay any railroad demurrage charges. Buyer

shall report to Atlantic the date of placement and release of tank cars on forms supplied by Atlantic.

Conflicting Laws or Regulations This agreement contemplates full compliance with all laws, ordinances and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear or be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated the party in default shall be obligated to pay to the party so terminating the sum of one cent (1¢) for each gallon of product which for any reason is not delivered, or accepted, as provided herein. Such sum shall be deemed full liquidated damages for all losses resulting from such default. Waiver of any one

or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business Should Buyer at any time during the period of this agreement desire to sell or in any manner to dispose of Buyer's business assets or capital stock, or any part thereof or interest therein, Buyer shall give written notice to Atlantic of the terms of any offer of sale or other disposition thereof, and Atlantic shall have the first option of acquiring the same, upon terms identical with said offer. Such option shall extend for a period of thirty (30) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale or disposition by Buyer shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability This agreement shall not be assignable without the written consent of both parties.

Constitutes Whole Agreement This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company,
By

(Buyer)

By

Witness:
.....
.....

2173

COMMISSION EXHIBIT NO. 98U-V.

Atlantic

Contract Sales Agreement Trained Dealers

This Agreement made this day of, 195..., between The Atlantic Refining Company, a corporation of Pennsylvania, herein called Atlantic, and, herein called Dealer.

In consideration of the promises hereinafter set forth, Atlantic and Dealer agree as follows:

1. Subject to prior Credit Department approval, Atlantic will deliver on consignment to Dealer in tanks at the service station, located at, gallons of gasoline, hereinafter referred to as Consignment Inventory, for retail sale by Dealer at posted service station prices designated by Atlantic from time to time. Thereafter, Atlantic will deliver to Dealer into such tanks a number of gallons of gasoline, hereinafter called Replenishment Delivery, which when added to the quantity in the tanks shall equal the Consignment Inventory. All proceeds from the retail sale of Atlantic's gasoline shall be the property of Atlantic, and Dealer is hereby made a trustee of such proceeds for Atlantic's sole benefit. Dealer shall have no authority to disburse such trust funds except as follows: At the time of each Replenishment Delivery, Dealer will settle in cash with Atlantic for the number of gallons equal to such Replenishment Delivery on the basis of Atlantic's posted service station price at which the gasoline has been sold, less a commission equal to the Replenishment Delivery multiplied by 3.25¢ for Atlantic Gasoline and 3.75¢ for Atlantic Premium Gasoline when the difference between Atlantic's posted dealer price for Atlantic Gasoline and the posted service station price is 4.00¢ per

gallon or less, or multiplied by 3.75¢ for Atlantic Gasoline and 4.25¢ for Atlantic Premium Gasoline when the above-noted difference is more than 4.00¢ per gallon. If dealer leases his service station from Atlantic, Dealer shall pay as rent a sum equal to 6% of the gross sales at the service station from all sources, excluding therefrom sales of gasoline, sales of tires, batteries and accessories at wholesale to service station resellers, Federal taxes on motor oils, tires and tubes and any taxes which are stated separately and are not included as part of the selling price of the goods sold; such rent for any month or portion thereof shall be paid not later than the 10th day of the month immediately following, provided, however, that upon termination of the lease of the service station from Atlantic to Dealer, any rent accrued hereunder shall become due and payable upon the date of such termination.

If in any calendar month of operation under this Agreement the total commission received by Dealer under the provisions of the immediately preceding paragraph is less than \$400.00, Atlantic, by the 20th day of the following month, shall pay to Dealer the amount of such deficiency. Any rent due Atlantic from Dealer at the time such deficiency is due shall be deducted therefrom before payment thereof. If this Agreement is in effect for a portion of any calendar month, the amount of \$400.00 shall be adjusted ratably for such month to reflect the number of days that this Agreement shall have been in effect during such month.

2. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

3. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

- (a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer price applicable at that location on date of termination.
- (b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 1 hereof.

4. Dealer shall continue to be fully responsible for the operation of the above service station, the purchase and sale of all other commodities, and the persons he employs.

5. Any provisions of the existing Bailment Agreement (Form B-3107-A) or Lease Agreement (Form B-3191) between Dealer and Atlantic, wherein Dealer appears as Buyer or Lessee, as the case may be, at variance with this Agreement are suspended during the term of this Agreement. The term of this Agreement shall be nine (9) months provided, however, that either party may cancel at the end of six (6) months upon giving at least (10) days' notice to the other party. Notice from one party to the other shall be in writing and shall be deemed to have been given if sent by certified mail addressed to Atlantic at and to Dealer at his above-described location.

2174 6. Notwithstanding the provisions of Article 5 hereof, this Agreement shall terminate concurrently with the termination of the Bailment Agreement (B-3107-A) or Lease Agreement (B-3191), as the case may be.

7. When two copies of this Agreement have been duly executed by the parties hereto, the Agreement shall become effective and shall automatically cancel any outstanding Commission Dealer Agreements or Contract Sales Agreements between Atlantic and Dealer.

2556

Commission Exhibit No. 98W-X.

In Witness Whereof, the undersigned execute this Agreement.

Dealer,

By

The Atlantic Refining Company,

By

2175

COMMISSION EXHIBIT NO. 98W-X.

Contract Sales Agreement

This Agreement made this day of 195..., between The Atlantic Refining Company, a Pennsylvania corporation, herein called Atlantic, and herein called Dealer.

In consideration of the promises hereinafter set forth, Atlantic and Dealer agree as follows:

1. Subject to prior Credit Department approval, Atlantic will deliver on consignment to Dealer in tanks at the service station, located at gallons of gasoline, hereinafter referred to as Consignment Inventory, for retail sales by Dealer at posted service station prices designated by Atlantic from time to time. Thereafter, Atlantic will deliver to Dealer into such tanks a number of gallons of gasoline, hereinafter called Replenishment Delivery, which when added to the quantity in the tanks shall equal the Consignment Inventory. All proceeds from the retail sale of Atlantic's gasoline shall be the property of Atlantic and Dealer is hereby made a trustee of such proceeds for Atlantic's sole benefit. Dealer shall have no authority to disburse such trust funds except as follows: At the time of each Replenishment Delivery, Dealer will settle in cash with Atlantic for the number of gallons equal to such Replenishment Delivery on the basis

of Atlantic's posted service station price at which the gasoline has been sold, less a commission equal to the Replenishment Delivery multiplied by 3.25¢ for Atlantic Gasoline and 3.75¢ for Atlantic Premium Gasoline. If Dealer leases his service station from Atlantic, Dealer shall pay as rent a sum equal to 6% of the gross receipts at the service station from all sources, excluding therefrom receipts from the sale of gasoline and any taxes which are stated separately and are not included as part of the selling price of the goods sold; such rent for any month or portion thereof shall be paid not later than the 15th day of the month immediately following, provided, however, that upon termination of the lease of the service station from Atlantic to Dealer, any rent accrued hereunder shall become due and payable upon the date of such termination.

If Dealer's average monthly gasoline gallonage for the preceding nine calendar months exceeds 5,999 gallons, then if in any calendar month of operation under this agreement the total commission received by Dealer under the provisions of the immediately preceding paragraph is less than \$400.00 Atlantic, by the 20th day of the following month, shall pay to Dealer the amount of such deficiency. Any rent due Atlantic from Dealer at the time such deficiency is due shall be deducted therefrom before payment thereof. If this Agreement is in effect for a portion of any calendar month, the amount of \$400.00 shall be adjusted ratably for such month to reflect the number of days that this Agreement shall have been in effect during such month.

2. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

3. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

(a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer price applicable at that location on date of termination.

(b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 1 hereof.

2176 4. Dealer shall continue to be fully responsible for the operation of the above service station, the purchase and sale of all other commodities, and the persons he employs.

5. Any provisions of the existing Bailment Agreement (Form B-3107A) or Lease Agreement (Form B-3191) between Dealer and Atlantic, wherein Dealer appears as Buyer or Lessee, as the case may be, at variance with this Agreement are suspended during the term of this Agreement. This Agreement may be terminated by either party at any time upon giving notice to the other party. Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Atlantic at and to Dealer at his above described location.

6. Notwithstanding the provisions of Article 5 hereof, this Agreement shall terminate concurrently with the termination of the Bailment Agreement (B-3107A) or Lease Agreement (B-3191), as the case may be.

7. When two copies of this Agreement have been duly executed by the parties hereto, the Agreement shall become effective and shall automatically cancel any outstanding Commission Dealer Agreements between Atlantic and Dealer.

In Witness Whereof, the undersigned execute this Agreement.

Dealer

By.....

The Atlantic Refining Company

By.....

Effective 3/26/56.

2177

COMMISSION EXHIBIT NO. 99.

January 19, 1948.

File: JSP—Tires

Goodyear Tire & Rubber Co., Akron, O. Mr. S. Gaylord

U. S. Rubber Company, New York.

Mr. S. R. Milburn.

B. F. Goodrich Company, Akron

Mr. J. J. Hoban

Firestone Tire & Rubber Co., Akron.

Mr. J. Addison.

General Tire & Rubber Co., Akron.

Mr. L. A. McQueen.

Gentlemen:

Our Sales Department Management has requested of us a complete exploration of the tire manufacturers to determine at this time what interest you may have in the sale of your tires and tubes through Atlantic outlets. In our study to determine whether any change in present arrangements may be desirable, we wish to consider your propositions on first line, second line, and private brand, or as many of these lines as you merchandise.

To assist you in preparing your quotations, we give you on sheet #1 information we believe may be helpful. All of this data pertains to what we have to offer.

On sheet #2 attached we detail information we believe is needed to properly evaluate any deal you may propose. Some of our questions may be considered by you as confi-

dential information. We assure you your answers will be held in strict confidence. You may wish to augment your story with further information as to why you believe your deal would best suit Atlantic's needs. The more complete your preparation of your proposition the better it will be considered.

Should our account be of interest to you, please forward in writing, in duplicate, your best proposition. Quotations should reach us at your earliest possible convenience. After we have an opportunity to digest your offering it is likely we shall wish to discuss details in a conference to be later arranged.

Thank you very much for your attention to the above.

Yours very truly,

(Signed) J. S. Parks

Purchasing Agent

JSP:R

CC to—Mr. S. J. Heideman.

2179 COMMISSION EXHIBIT NO. 100A-C.

August 24, 1948

TBA SJH

Firestone Line

Memorandum.

In considering the experiment of selling Firestone tires in one of our districts, there are several points which we believe should be given full consideration before such a plan is adopted. Listed in our letter of June 22, were some of the points which we felt were against the Firestone plan. In addition and also in expansion of these points, we feel the following are worthy of consideration:

In face of a declining demand, Atlantic has enjoyed in 1948, their best position in the national market—better

than in any previous year. Since Atlantic's percentage of the national gasoline market is 24%, and it is estimated that the petroleum industry does 21% of passenger tire replacement business; it follows that Atlantic's share should be .525. For the first six months of 1948, our position is .684.

As an example of the job done by our Philadelphia Region, we are attaching a study recently made covering their first six months sales. The maximum potential, which is the base for measuring Philadelphia's results, is an extremely high standard. Actually it is above the consumption rate of our customers. Potential as established is based on everyone's purchasing new tires and does not take into consideration used tire purchases, recaps, or new car purchases. From this comparison, you can see that the Philadelphia rate is well above their share of the market.

It is apparent from this that it would be unreasonable to expect too great an expansion of our present sales by the addition of a better known tire. As a matter of fact, it is our opinion that there is a very real possibility of a smaller market with Firestone due to their presently established company stores and distributors. Volume purchase requirements would leave a great number of our dealers in a poor competitive position.

It is probable that one of the apparent major advantages to the Firestone program is that it offers some solution to our present warehousing problem. In other words, batteries and accessories—more than tires—are contributing to this problem. If with this change we present to our dealer the viewpoint that he should handle these associated lines of Firestone, we quickly find

2181 the tire national acceptance point reversed as neither Firestone batteries nor accessories have the national acceptance of the lines we presently handle. A picture on

Firestone batteries was secured from Exide which indicated that their production of Firestone batteries is somewhere between 66 $\frac{2}{3}$ and 75% of the amount of the batteries that are purchased by the Atlas Corporation. When it is considered that Atlas is a private brand battery sold only in Standard Oil service stations and that Firestone has the entire national market open for their solicitation, there is certainly an indication that consumer acceptance of the Firestone brand in batteries is very limited. This becomes more obvious when we consider Firestone's tire position, where they are either #1 or #2 in the industry in replacement sales.

Firestone's accessories present to our dealer a more complete line including large household appliances, washing machines, and deep freeze units, as well as the strictly automotive accessories now included in our program. It is possible from an overall purchase standpoint when such items as home appliances and radios are considered for us to increase our accessory volume with the Firestone line. If a comparison is made between Firestone's products and only those included in our program, we find that they have no major item which can compare on a consumer acceptance basis; and for this reason, it is our thinking that our dealer's sales would be reduced if he confined himself to Firestone exclusively. We do not believe that this would be his practice but that he would duplicate his inventory with national brands, very probably the ones we now include in our program. Competitive prices on Firestone accessories are predicated on a basis of volume purchase requirements. A comparison of some items which they handle, which are also in our program, would indicate that their "each" price is in most cases higher than those used by our company. In other words, our dealer would find himself in the position of being forced to buy the greater volume to maintain his

existing cost basis. Some items which are in this class are as follows:

	Firestone	ARCo.
Seat Covers	\$13.20	\$12.42
Horns	6.52	5.55
Lyon Whitewalls	4.80	4.60
Sealed Beam Lamps	.86	.78
Buss Fuses (Box 5)	.17	.15
Defroster Fans	5.96	4.95

Of particular importance to our company should be the competitive position that would be forced upon our Sales Promotion Department. Firestone's sales plan includes deluging the dealer with many promotions on several 2183 products each month. Our dealer would receive promotional material in volume approximately five to ten times our Sales Promotion Department's output. Their material exactly parallels our efforts in that posters, complete window displays, window streamers, price cards, all are forwarded to their dealers on a regular monthly basis. Actually Firestone's sales promotion and selling plans are not co-ordinated among their several departments as each one puts out its own material; consequently this presents a tremendous amount of advertising data. If it is our desire to closely co-ordinate the dealer's entire selling effort to be sure that his best interests and those of our company are best guided, the Firestone promotional program will present a difficult policing job for our salesmen.

Of great concern to our group is the impact that this proposed experiment will have on the present suppliers. For the most part, these manufacturers are large, substantial companies with whom, over a period of years, we have become accepted as a good outlet for their products. By reason of our established policies, we have gained their confidence and in general, have been able to make a change in their old established jobber programs to fit our par-

ticular operation. If this experiment is undertaken a great deal of this confidence and willingness to co-operate which has been developed will immediately be dissipated. This will undoubtedly increase our selling problems. If the Firestone program should prove unsuccessful and we wish to continue with our present program we have no doubt that none of these present suppliers would feel secure for the future.

The loss of Atlantic's control in handling consumer complaints on T.B.A. products should not be underestimated. Firestone adjustments on tires are confined strictly to workmanship and material. There is no road hazard warranty. Conservatively this would reduce present adjustments made by our company through our dealers by approximately 90%. We now are adjusting on an average approximately 250 tires per month; or in other words, we have potentially 250 dissatisfied customers who might decide not to continue to purchase petroleum products from us because of the handling of their tire complaint. We feel that this particular problem is entirely different from that of the oil companies who are presently handling Firestone or other major make tires because we have satisfied customer's tire complaints on a road hazard basis for some sixteen years while these other oil companies have never offered such a service.

S. J. Heideman.

2185 COMMISSION EXHIBIT NO. 101A-Z20.

TBA Study

Sales Research Section

May 1949

The Atlantic Refining Company

2187 This study represents the opinions and attitudes of 1071 dealers in 47 cities from Massachusetts to Florida. These dealers were chosen on a random basis within the following limits:

1. A quota for each brand, based on that brand's acceptance in the city.
2. Satisfy the definition of a promotable dealer.

In general, the study shows:

- A preference among Atlantic's dealers for Lee tires and Exide batteries that is very satisfactory.
- A supplier-dealer relationship on these two items that could be improved.
- Due to the multiplicity of brand names involved, no reliable deductions of a comparable nature can be made for accessory preferences.
- A definitely unsatisfactory supplier-dealer relationship on accessories.
- A superior supplier-dealer relationship on the part of Esso.

In 1948, Atlantic's gross sales of the items involved were as follows:

Tires	\$5,226,675
Batteries	\$1,354,330
Accessories	\$1,640,275

2189 Question 1:

Do you think you would prefer to buy all your major TBA items from one or several sources?

Answer:

Prefer one source for TBA:

Gulf	44%
Sun	43%
Esso	41%
Socony	34%
Atlantic	33%
Amoco	24%
Texas	19%

Answer:

Prefer several sources for TBA:

Gulf	52%
Sun	53%
Esso	58%
Socony	63%
Atlantic	67%
Amoco	74%
Texas	77%

N.B. Not shown are those who did not know.

2191 Question 2a:

Why do you prefer one source for your TBA? (asked only of those making this preference in question on page 1)

Answers: (requiring Petroleum Supplier action)

1. Service		2. Price		3. Guarantee	
Texas	38%	Sun	50%	Esso	11%
Atlantic	35%	Texas	47%	Socony	8%
Socony	32%	Gulf	43%	Atlantic)	
Amoco	28%	Atlantic	32%	Sun)	Less
Gulf	20%	Esso	29%	Gulf)	Than
Sun	19%	Amoco	28%	Texas)	4%
Esso	19%	Socony	19%	Amoco)	

4. Quality		5. Acceptance		6. Complete Line	
Esso	8%	Esso	8%	Gulf	11%
Socony)		Socony)	6%	Esso)	
Atlantic)		Atlantic)		Atlantic)	
Sun) Less		Sun) Less		Socony) Less	
Gulf) Than		Gulf) Than		Sun) Than	
Texas) 4%		Texas) 4%		Texas) 4%	
Amoco)		Amoco)		Amoco)	

~~N.B. Not shown are those who did not know.~~

2193. Question 2a:

Why do you prefer one source for your TBA? (asked only of those making this preference in question on page 1)

Answer: (Requiring no Petroleum Supplier action)

Cooperating with Supplier		Prefers one source	
Esso	12%	Atlantic	12%
Sun	9%	Socony	8%
Amoco	9%	Esso)	
Socony	6%	Texas)	
Gulf	4%	Amoco) Less than	
Atlantic) Less than		Sun) 4%	
Texas) 4%		Gulf)	

2195. Question 2B:

Why do you prefer several sources for your TBA (asked only of those making this preference in 1 above)

Answers: (requiring Petroleum Supplier action)

Price		Variety of Brand	
Gulf	38%	Atlantic	18%
Socony	36%	Sun	18%
Atlantic	35%	Gulf	18%
Sun	30%	Texas	17%
Texas	30%	Amoco	17%
Esso	29%	Esso	16%
Amoco	22%	Socony	13%

Supply		Complete Line	
Esso	10%	Esso	5%
Texas	9%	Gulf	4%
Atlantic	8%	Sun)
Socony	6%	Atlantic)
Amoco	) Less than	Amoco	) Less than
Gulf	) 4%	Texas	) 4%
Sun	)	Socony)

2197 Question 2B:

Why do you prefer several sources for your TBA?
(asked only of those making this preference in 1 above)

Answers: (requiring no petroleum supplier action)

Customer's Demand		Dealer's Preference	
Amoco	23%	Gulf	14%
Esso	17%	Amoco	14%
Sun	15%	Sun	13%
Texas	15%	Socony	12%
Atlantic	14%	Esso	11%
Socony	13%	Atlantic	10%
Gulf — Less than 4%		Texas	9%

2199 Question 3:

What do you consider the most important point in selecting the source of your TBA?

Answers:

High Quality		Price	
Atlantic	34%	Socony	27%
Esso	32%	Amoco	26%
Socony	29%	Sun	25%
Sun	27%	Gulf	24%
Gulf	26%	Texas	23%
Amoco	24%	Esso	23%
Texas	23%	Atlantic	21%

Public Acceptance		Guarantee	
Sun	27%	Texas	23%
Texas	21%	Gulf	21%
Socony	17%	Amoco	18%
Amoco	17%	Esso	16%
Esso	15%	Atlantic	13%
Gulf	14%	Socony	10%
Atlantic	13%	Sun	9%

2201 Question 4:

What brand of tires would you prefer to sell?

	Atlantic	Esso	Texas	Sun	Socony	Gulf	Amoco
Lee	67					4	
Atlas		64					
Firestone	4	6	62	4	7	8	10
Kelly				57			
Mobil					42		
Gulf						38	
Amoco							23
Goodyear	11	10	10	40	13	7	18
Goodrich			11		5	12	5
U. S.		8	4	8	8	5	19
More than 1	10	5		13		13	10

N. B. Preferences below 4% omitted.

2203 Question 5:

Why do you prefer this brand?

(Answers requiring Petroleum Supplier's action)

Quality		Guarantee	
Sun	46%	Esso	30%
Socony	41%	Atlantic	28%
Amoco	39%	Gulf	15%
Atlantic	39%	Texas	14%
Texas	37%	Sun	13%
Esso	36%	Socony	13%
Gulf	35%	Amoco	6%

Acceptance		Advertising	
Amoco	20%	Texas	11%
Socony	19%	Esso	10%
Texas	19%	Sun	7%
Gulf	13%	Socony	7%
Sun	13%	Amoco	5%
Atlantic	12%	Gulf	5%
Esso	11%	Atlantic—Less than 4%	

2205 Question 6:

What brand of tires do you carry now?

Answer: (Single mentions only).

	Sun	Atlantic	Esso	Gulf	Socony	Amoco	Texas
Kelly	80						
Lee		78					
Atlas			74				
Gulf				69			
Mobil					69		
Amoco						64	
Firestone							51
Goodrich				4			13
Goodyear							6

Choices of less than 4% omitted.

2207 Question 6a:

What brand of tires do you carry now?

Answer: (More than 1).

	Esso	Gulf	Amoco	Texas	Atlantic	Sun	Socony
Atlas Plus	18						
Gulf Plus		18					
Amoco Plus			18				
Firestone Plus				17.			
Lee Plus					15		
Kelly Plus						11	
Mobil Plus							6

Choices of less than 4% omitted.

2209 Question 7:

Why don't you carry your preferred brand?

Answers:

I do		Obligation to Pet. Sup.	
Texas	71%	Amoco	46%
Atlantic	60%	Gulf	36%
Esso	59%	Socony	30%
Sun	58%	Sun	26%
Socony	48%	Atlantic	21%
Gulf	35%	Esso	18%
Amoco	30%	Texas	4%

Customer Demand

Texas	12%
Amoco	12%
Esso	10%
Atlantic	9%
Gulf	9%
Socony	9%
Sun	6%

2211 Question 8:

From what particular type of supplier would you prefer to buy your tires?

Answers: a

b

c

Petroleum Supplier		Ind. Distributor		Tire Manufacturer	
Esso	58%	Texas	36%	Texas	33%
Sun	49%	Amoco	32%	Amoco	23%
Gulf	48%	Gulf	21%	Socony	17%
Atlantic	44%	Sun	19%	Gulf	14%
Socony	43%	Atlantic	18%	Atlantic	13%
Amoco	23%	Socony	18%	Esso	12%
Texas	11%*	Esso	10%	Sun	11%

*Not significant.

d No Preference		e Jobber	
Atlantic	19%	Socony	8%
Sun	13%	Atlantic	6%
Gulf	12%	Esso	6%
Texas	12%	Texas	6%
Socony	11%	Amoco	6%
Esso	11%	Gulf	5%
Amoco	10%	Sun	4%

No conclusions should be drawn from the jobber figures because of the small numbers of dealers involved.

2213 Question 9:

Why do you prefer—

A. The Petroleum Supplier (asked only of those who preferred the Petroleum Supplier)

Answers:

Service		Price		Guarantee	
Amoco	32%	Sun	36%	Texas	22%
Atlantic	27%	Atlantic	24%	Gulf	19%
Socony	25%	Amoco	18%	Esso	19%
Texas	22%	Gulf	15%	Socony	15%
Gulf	21%	Esso	13%	Atlantic	12%
Esso	21%	Socony	11%	Amoco	11%
Sun	18%	Texas—		Sun—	
		Below	4%	Below	4%

*Not significant.

Quality		Good Relations w/Supplier	
Amoco	11%	Texas	33%
Socony	9%	Amoco	18%
Esso	8%	Socony	17%
Gulf	6%	Atlantic	16%
Atlantic	} Below 4%	Sun	15%
Sun		Gulf	14%
Texas		Esso	8%

2215 COMMISSION EXHIBIT NO. 101P.

Question 10:

Why do you prefer—

B. The Tire Distributor? (asked only of those who preferred the Tire Distributor)

Answers:

Service		Price	
Atlantic	41%	Amoco	33%
Gulf	39%	Esso	26%
Sun	38%	Sun	23%
Socony	37%	Atlantic	23%
Esso	34%	Gulf	22%
Texas	33%	Socony	21%
Amoco	30%	Texas	10%

2574 Commission Exhibit No. 101Q.

2217 COMMISSION EXHIBIT NO. 101Q.

Question 11:

Why do you prefer—

C. The Tire Manufacturer? (asked only of those who preferred the Tire Manufacturer)

Answers:

	Price
Sun	79%
Esso	73%
Gulf	63%
Texas	63%
Atlantic	61%
Socony	61%
Amoco	50%

2219 COMMISSION EXHIBIT NO. 101R.

Question 12:

From what type of supplier do you buy your tires now?

Answers:

Petroleum Supplier		Ind. Distributor	
Sun	79%	Texas	45%
Esso	78%	Amoco	9%
Atlantic	74%	Gulf	6%
Gulf	73%	Atlantic	5%
Socony	73%	Socony	4%
Amoco	67%	Sun	} Below 4%
Texas	19%	Esso	

More Than 1 Manufacturer		Tire Manufacturer	
Amoco	18%	Texas	17%
Gulf	18%	Amoco	5%
Esso	17%	Atlantic	} Below 4%
Socony	15%	Sun	
Atlantic	14%	Esso	
Sun	13%	Socony	
Texas	9%	Gulf	

2221 Question 13:

Why don't you buy tires from your preferred source?

Answers:

I Do		Obligation to Pet. Sup.		Only Source Available	
Esso	59%	Amoco	51%	Esso	5%
Sun	57%	Gulf	37%	Socony	5%
Atlantic	54%	Socony	34%	Amoco	4%
Socony	53%	Atlantic	32%	Texas	4%
Texas	50%	Sun	26%	Atlantic)	
Gulf	47%	Texas	21%	Sun) Below	4%
Amoco	35%	Esso	18%	Gulf)	

Customer Demand		Price	
Esso	5%	Sun	6%
Gulf	5%	Atlantic)	
Amoco)		Esso)	
Atlantic)		Gulf)	
Texas) Below	4%	Socony) Below	4%
Sun)		Texas)	
Socony)		Amoco)	

Reasons given by less than 4% omitted.

2223 Question 14:

What can a supplier do to better your tire business?

Answers:

Nothing Not Already Being Done		Price		Advertising & Promotion	
Atlantic	44%	Texas	32%	Sun	31%
Esso	44%	Amoco	27%	Amoco	26%
Socony	43%	Esso	26%	Atlantic	23%
Gulf	40%	Socony	24%	Gulf	20%
Texas	40%	Sun	24%	Socony	20%
Sun	36%	Gulf	20%	Texas	19%
Amoco	30%	Atlantic	17%	Esso	15%

2225 Question 15:

What brand of batteries would you prefer to sell?

Answers:

	Atlantic	Esso	Gulf	Sun	Socony	Amoco	Texas
Exide	79		14	17	14	17	14
Atlas		64					
Gulf			48				
Sun				43			
Mobil					43		
Amoco						22	
Firestone							17
Willard	5	9	10	14	19	28	21
Auto-Lite		4				5	5
Delco					5		11
Prestolite							4
More than 1	5	12	6	7	7	9	17
No Answer			8	9	9	9	10

N. B. Preferences below 4% omitted.

2227 Question 16:

Why would you prefer this brand of battery?

Answers:

Quality		Acceptance		Guarantee	
Atlantic	44%	Amoco	24%	Esso	30%
Gulf	35%	Socony	24%	Socony	16%
Socony	35%	Texas	23%	Gulf	15%
Amoco	35%	Sun	23%	Amoco	11%
Texas	32%	Atlantic	21%	Texas	10%
Esso	31%	Esso	15%	Sun	10%
Sun	31%	Gulf	10%	Atlantic	9%

Advertising		Price		Service	
Atlantic	9%	Gulf	8%	Texas	8%
Sun	9%	Sun	7%	Gulf	6%
Texas	6%	Socony	5%	Atlantic)
Amoco	5%	Texas	4%	Esso)
Socony	4%	Esso	4%	Sun	) Below
Esso	4%	Atlantic	) Below	Amoco	) 4%
Gulf	Below 4%	Amoco	) 4%	Socony)

2229 Question 17:

What brand of battery do you carry now?

Answers: (1 Mention Only)

	Atlantic	Esso	Sun	Socony	Gulf	Amoco	Texas
Exide	76		5				7
Atlas		72					
Sun			71				
Mobil				69			
Gulf					67		
Amoco						60	
Firestone							21
Willard							7
Goodrich							6
No Answer		4		7			6

Mentions less than 4% omitted.

2231 Question:

What brand of battery do you carry now?

Answers: (More than 1 mention)

	Gulf	Amoco	Esso	Atlantic	Sun	Socony	Texas
Gulf Plus	19						
Amoco Plus		18					
Atlas Plus			16				
Exide Plus				15			
Sun Plus					15		
Mobil Plus						12	
Firestone Plus							8

Mentions less than 4% omitted.

2233 Question 18:

Why don't you carry your preferred band?

Answers:

I Do		Obligation to Pet. Supplier	
Atlantic	77%	Amoco	43%
Esso	64%	Socony	32%
Gulf	61%	Gulf	30%
Sun	52%	Sun	27%
Socony	51%	Texas	19%
Texas	50%	Esso	16%
Amoco	39%	Atlantic	9%
Customer Demand		Price	
Socony	9%	Sun	6%
Texas	8%	Atlantic	5%
Amoco	7%	Esso)	
Atlantic	7%	Texas)	
Esso	6%	Gulf)	Below 4%
Sun	6%	Amoco)	
Gulf	6%	Socony)	

Reasons less than 4% omitted.

2235 Question 19:

From what particular type of supplier would you prefer to buy your batteries?

Answers:

Petroleum Supplier		Ind. Distributor		Battery Manufacturer	
Esso	62%	Texas	49%	Amoco	19%
Sun	54%	Amoco	35%	Texas	19%
Socony	53%	Gulf	19%	Socony	13%
Gulf	51%	Sun	18%	Gulf	10%
Atlantic	49%	Atlantic	15%	Esso	10%
Amoco	23%	Socony	13%	Sun	9%
Texas	8%	Esso	12%	Atlantic	5%

No Preference		Jobber	
Atlantic	16%	Atlantic	13%
Gulf	14%	Texas	13%
Sun	10%	Amoco	9%
Amoco	10%	Socony	8%
Socony	9%	Gulf	6%
Texas	7%	Sun	5%
Esso	4%	Esso	5%

* Not significant due to small base.

2237 Question 20:

Why do you prefer—

A. Petroleum Supplier? (asked only of those who preferred Petroleum Supplier)

Answers:

Service		Guarantee		Price	
Texas	57%*	Esso	20%	Sun	26%
Atlantic	25%	Socony	14%	Atlantic	21%
Amoco	25%	Atlantic	12%	Gulf	13%
Gulf	24%	Sun	12%	Esso	12%
Esso	19%	Gulf	10%	Amoco	11%
Sun	19%	Amoco	7%	Socony	8%
Socony	11%	Texas—Below	4%	Texas—Below	4%

Obligation		Quality		Good Relations With Supplier	
Socony	14%	Esso	11%	Gulf	18%
Amoco	9%	Sun	9%	Amoco	18%
Gulf	9%	Atlantic	8%	Socony	14%
Atlantic	6%	Gulf	7%	Sun	14%
Esso	)	Socony	7%	Atlantic	13%
Texas	) Below 4%	Amoco	7%	Esso	13%
Sun	)	Texas—Below	4%	Texas—Below	4%

* Not Significant due to small base.

2239 Question 21:

Why do you prefer—

B. Independent Distributor? (asked only of those who preferred the Independent Distributor)

Answers:

Service		Price	
Texas	44%	Atlantic	25%
Gulf	43%	Esso	20%
Sun	39%	Amoco	20%
Atlantic	35%	Texas	17%
Esso	23%	Sun	17%
Socony	21%	Socony	14%
Amoco	15%	Gulf	10%

Guarantee		Supply	
Socony	21%	Atlantic	9%
Atlantic	6%	Gulf	8%
Texas	6%	Socony)
Gulf	5%	Sun)
Esso	)	Esso	) Below 4%
Sun	) Below 4%	Texas)
Amoco	)	Amoco)

Socony—mentioned (14%) cooperation with this type supplier and (14%) only source available.

Amoco—mentioned (9%) variety of brand and (9%) no answer.

Gulf—mentioned (10%) acceptance.

Sun—mentioned (13%) preference for more than 1 supplier.

Esso—mentioned (11%) credit.

2241 Question 22:

Why do you prefer—

C. Battery Manufacturer? (asked only of those who preferred the Battery Manufacturer)

Answers:

Price	
Esso	92%
Socony	79%
Gulf	64%*
Amoco	61%
Atlantic	55%
Texas	53%
Sun	45%*

* Not Significant due to small base.

* Other reasons not significant also due to small base.

The Jobber is not significant for the same reason.

2243 Question 23:

From what type of supplier do you buy your batteries now?

Answers:

Petroleum Supplier		Ind. Distributor		More Than 1	
Sun	76%	Texas	52%	Esso	20%
Atlantic	73%	Amoco	8%*	Amoco	20%
Esso	72%	Socony	7%*	Gulf	18%
Gulf	72%	Atlantic	7%	Sun	15%
Socony	72%	Gulf	6%*	Socony	12%
Amoco	62%	Esso	4%*	Atlantic	9%
Texas	18%	Sun—Below	4%	Texas	5%*

* Not Significant.

Jobber and Battery Manufacturer are not significant due to small base.

2245 Question 24:

Why don't you buy batteries from your preferred source?

Answers:

I Do		Obligation to Pet. Supplier	
Texas	67%	Amoco	47%
Socony	66%	Atlantic	27%
Atlantic	64%	Socony	25%
Esso	63%	Sun	23%
Sun	61%	Gulf	23%
Gulf	59%	Texas	19%
Amoco	38%	Esso	12%

Esso mentioned (6%) "only source available" and (4%) "supply."

Gulf mentioned (6%) customer demand.

2247 Question 25:

What can a supplier do to better your battery business?

Answers:

Nothing Not Already Being Done		Advertising & Promotion		Price	
Socony	57%	Gulf	20%	Esso	25%
Texas	55%	Socony	20%	Atlantic	23%
Sun	53%	Amoco	20%	Sun	23%
Atlantic	51%	Atlantic	17%	Gulf	19%
Esso	51%	Sun	17%	Texas	19%
Amoco	49%	Esso	15%	Socony	19%
Gulf	48%	Texas	13%	Amoco	18%

2249 Question 26:

What accessories do you think your station should stock?

Answers:

Only Items Connected
With the Car

Socony	47%
Gulf	44%
Atlantic	43%
Sun	42%
Amoco	40%
Esso	36%
Texas	35%

Why Is That?

More Than This Not Applicable		Lack of Demand		Lack of Room		Requires Specialized Sales Effort	
Sun	39%	Texas	23%	Esso	17%	Amoco	14%
Amoco	37%	Sun	20%	Atlantic	16%	Esso	13%
Texas	33%	Gulf	19%	Amoco	14%	Texas	13%
Esso	29%	Atlantic	18%	Texas	13%	Socony	12%
Gulf	28%	Socony	16%	Socony	11%	Atlantic	11%
Socony	26%	Esso	11%	Sun	9%	Sun	9%
Atlantic	24%	Amoco	10%	Gulf	5%	Gulf—	
						Less than 4%	

*Not Significant

2251 Question 27:

What accessories do you think your station should stock?

Answers:

Items With the Car
Plus Related Items

Esso	35%
Amoco	51%
Atlantic	49%
Texas	46%
Sun	46%
Gulf	39%
Socony	37%

Why Is That?

Customer Demand		More Than This Not Applicable		Extra Profits		Complete Line	
Sun	33%	Amoco	27%	Amoco	27%	Texas	13%
Gulf	29%	Gulf	24%	Atlantic	23%	Sun	12%
Texas	28%	Socony	22%	Texas	21%	Atlantic	10%
Socony	25%	Sun	21%	Socony	20%	Esso	7%*
Atlantic	23%	Texas	21%	Esso	18%	Socony	5%*
Esso	23%	Esso	20%	Sun	14%	Gulf	) Less
Amoco	23%	Atlantic	18%	Gulf	12%		) than
						Amoco	) 4%

* Not Significant

2253 Question 28:

What accessories do you think your station should stock?

Answers:

Items Connected With the Car Plus
related items Plus nonrelated items
(Tools, House Furnishings, etc.)

Gulf	17%
Texas	17%
Socony	16%
Sun	12%
Esso	9%
Atlantic	8%
Amoco	7%

Why Is That?

<u>Extra Profits</u>	
Amoco	86%*
Socony	83%
Atlantic	71%
Gulf	67%*
Texas	64%
Esso	53%
Sun	47%*

* Not Significant due to small base

2255 Question 29:

What types of items do you sell now?

<u>Items Connected With Car</u>	
Socony	57%
Gulf	57%
Sun	54%
Amoco	53%
Atlantic	50%
Esso	43%
Texas	38%

Why aren't you selling what you prefer?

Answers:

<u>I Am</u>		<u>Lack of Room</u>	
Texas	84%	Gulf	16%
Atlantic	83%	Amoco	16%
Esso	82%	Socony	13%
Socony	80%	Atlantic	10%
Sun	76%	Esso	10%
Gulf	75%	Sun	10%
Amoco	73%	Texas	
		less than	4%

2257 Question 30:

What types of items do you sell now?

Answers:

Items With the Car Plus
Related Items

Esso	55%
Texas	51%
Atlantic	47%
Sun	44%
Amoco	44%
Gulf	33%
Socony	32%

Why aren't you selling what you prefer?

Answers:

I Am

Gulf	95%
Atlantic	93%
Amoco	90%
Esso	89%
Socony	88%
Sun	86%
Texas	75%

N. B. The number of dealers for all companies selling home appliances along with accessories is not significant because of the small number involved.

2259 Question 31:

Would you prefer manufacturer's or your oil company's brands?

Answers:

Manufacturer's Brands

Texas	67%
Atlantic	59%
Amoco	55%
Sun	39%
Socony	38%
Gulf	37%
Esso	28%

Why?

Acceptance		Advertising		Variety of Brand	
Sun	59%	Sun	23%	Atlantic	8%
Gulf	57%	Esso	18%	Esso	8%
Socony	55%	Socony	16%	Amoco	8%
Amoco	50%	Atlantic	15%	Texas	7%
Atlantic	48%	Amoco	15%	Socony	5%
Texas	45%	Texas	12%	Sun)	
Esso	33%	Gulf	11%	) Below 4%	
				Gulf)	

2261 Question 31a:

Would you prefer manufacturer's or your oil company's brands?

Answer:

Oil Company's Brands

Esso	59%
Sun	48%
Gulf	47%
Socony	38%
Amoco	30%
Atlantic	27%
Texas	19%

Why?

Quality		Acceptance		Cooperation With Petroleum Supplier	
Texas	25%*	Sun	16%	Sun	16%
Esso	22%	Amoco	16%	Socony	15%
Atlantic	19%	Texas	12%*	Amoco	14%
Gulf	19%	Esso	11%	Texas	12%*
Amoco	14%	Gulf	11%	Atlantic	11%
Socony	9%	Socony	11%	Esso	6%
Sun	8%	Atlantic	10%	Gulf—Below 4%	

* Not Significant

2263 Question 31a: (Cont'd)

Complete Line		Price		Service	
Texas	19%	Atlantic	17%	Atlantic	14%
Sun	16%	Amoco	13%	Socony	12%
Amoco	14%	Gulf	10%	Gulf	10%
Gulf	14%	Esso	9%	Sun	9%
Esso	12%	Sun	5%	Amoco	9%
Socony	12%	Texas	)	Esso	8%
		)	Below		
Atlantic	5%	Socony	) 4%	Texas-Below	4%

Guarantee		Advertising	
Socony	15%	Socony	9%
Esso	14%	Gulf	7%
Gulf	8%	Sun	7%
Atlantic	7%	Esso	6%
Sun	7%	Atlantic)
Texas	)	Texas	) Below 4%
)	Below 4%	Amoco)
Amoco)		

2265 Question 32:

From what particular type of supplier would you prefer to buy your accessories?

Answers:

a. Petroleum Supplier		b. Ind. Distributor	
Esso	54%	Texas	38%
Sun	49%	Amoco	30%
Gulf	45%	Sun	19%
Atlantic	33%	Atlantic	18%
Socony	30%	Gulf	18%
Amoco	23%	Socony	15%
Texas	10%*	Esso	11%

c. No Preference		d. Jobber	
Socony	26%	Socony	23%
Atlantic	23%	Atlantic	20%
Gulf	17%	Texas	17%
Texas	17%	Amoco	15%
Amoco	16%	Esso	14%
Sun	15%	Gulf	10%
Esso	9%	Sun	9%

• Not Significant

2267 Question 33:

Why do you prefer—

A. The Petroleum Supplier? (asked only of those who preferred the Petroleum Supplier.)

Answers:

Price		Service	
Sun	31%	Atlantic	22%
Atlantic	28%	Esso	22%
Gulf	22%	Gulf	21%
Esso	20%	Amoco	21%
Amoco	20%	Socony	20%
Texas	19%	Sun	6%
Socony—below	4%	Texas—Below	4%

Complete Line		Good Relations With Supplier	
Texas	37%	Socony	22%
Gulf	10%	Atlantic	19%
Sun	10%	Amoco	18%
Socony	9%	Esso	13%
Esso	4%	Sun	10%
Atlantic	)	Gulf	10%
	) Below 4%		
Amoco	)	Texas—Below	4%

2269 Question 34:

Why do you prefer—

B. The Independent Distributor? (asked only of those who preferred the Independent Distributor.)

Answers:

Service		Price		Variety of Brand	
Texas	30%	Sun	33%	Gulf	32%
Atlantic	29%	Amoco	30%	Atlantic	22%
Amoco	20%	Socony	22%	Socony	19%
Sun	19%	Gulf	21%	Amoco	14%
Esso	15%	Esso	20%	Texas	12%
Socony	12%	Texas	19%	Sun	12%
Gulf	10%	Atlantic	15%	Esso — Below	4%

2271 Question 35:

From what type of supplier do you buy your accessories now?

Answers:

Petroleum Supplier		More than 1	
Gulf	55%	Sun	37%
Sun	49%	Esso	31%
Esso	45%	Atlantic	29%
Atlantic	41%	Socony	28%
Amoco	39%	Amoco	26%
Socony	38%	Gulf	20%
Texas	14%	Texas	18%

Ind. Distributor		Jobber	
Texas	33%	Texas	20%
Amoco	13%	Socony	11%
Socony	11%	Atlantic	10%
Atlantic	7%	Amoco	9%
Sun	7%	Gulf	6%
Gulf	7%	Sun	5%
Esso	5%	Esso	5%

2273 Question 43:

Why don't you buy accessories from your preferred source?

Answers:

"I Do"		Obligation to Pet. Supplier	
Texas	60%	Amoco	44%
Socony	58%	Atlantic	33%
Esso	56%	Gulf	27%
Sun	56%	Socony	27%
Gulf	54%	Sun	20%
Atlantic	50%	Texas	19%
Amoco	33%	Esso	14%

Oil Co. does not
carry full line

Esso	13%
Sun	11%
Socony	8%
Atlantic	7%
Gulf	7%
Amoco	6%
Texas	4%

2275 Question 37:

What can a supplier do to better your accessory business?

Answers:

Nothing that is not already being done		Advertising and Promotion		Price	
Texas	63%	Amoco	27%	Sun	16%
Gulf	58%	Atlantic	23%	Socony	16%
Socony	56%	Sun	22%	Esso	12%
Sun	53%	Esso	20%	Amoco	12%
Atlantic	51%	Gulf	18%	Atlantic	10%
Esso	51%	Socony	18%	Texas	10%
Amoco	48%	Texas	16%	Gulf	9%

2277 COMMISSION EXHIBIT NO. 101Z21-27.

Stewart, Dougall & Associates
30 Rockefeller Plaza
New York 20, New York

Gasoline Dealer Survey
Classification Data

Brand of Gasoline:

Status of Station: Owned.....
Leased.....

If Leased: Directly from Oil Company.....
From Distributor.....
From other Landlord.....

Type of Location: Heavy Traffic Artery.....
Average Traffic Street.....
Low Traffic (Local) Street.....

Division of Gasoline Volume: Neighborhood.....
Mainly— Transient.....
Commercial.....

Lubrication Facilities: Yes..... No.....
If Yes: Number of Bays.....

Special Facilities: Sells Tires: Yes..... No.....
Sells Batteries: Yes..... No.....
Sells Accessories: Yes..... No.....

Purchase of Gasoline: Directly from Oil Company.....
who owns the Brand Name.....
Through a Distributor.....
From an Agent.....
From Wholesale Dealer.....
Other: (Describe Fully).....
.....
.....

Yearly Gasoline Volume (Gallons):

Under 10,000.....	75,000- 99,999.....
10,000-24,999.....	100,000-149,999.....
25,000-49,999.....	150,000-199,999.....
50,000-74,999.....	200,000 or Over.....

Name of Station.....

Address..... City.....

Interviewer's Name..... Date.....

2278

General

Assume for the moment that you did not carry a line of tires, batteries and accessories and that you were just about to put in a line of such merchandise.

1. a. Under such circumstances, do you think you would prefer to buy all your major TBA items from one source or from several sources?

One Source.....

Several Sources.....

Don't Know.....

- b. Why is this? (Probe).....

2. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, we would like to have you look through these cards and select the four (4) which you as a dealer would consider the four most important in selecting the source of your TBA merchandise. (Hand Dealer the Fourteen (14) Cards)

(Write in four (4) letters corresponding to letters on cards dealer selects.)

1..... 2..... 3..... 4.....

- b. Now, would you tell me which one (1) of those four you would rate first in importance?

(Write in one (1) letter corresponding to letter on card dealer selects.)

1. _____

Tires

3. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, which of the following named brands of tires (these represent about 4 out of every 5 tires sold) would you prefer to sell?

Firestone _____	Goodrich _____	Seiberling _____
Goodyear _____	U. S. _____	Your oil com- .
Lee _____	General _____	pany's brand _____
	Kelly _____	

Other (Specify) _____

- b. Why would you prefer this brand? _____

4. What brand(s) of tires do you carry now?

1. _____ 2. _____

If one or more brands are not the same as "Preferred Brand" (in question #3a), ask:

5. a. Why don't you carry your preferred brand (exclusively)? _____

- 2279 5. b. If you were to carry your preferred brand (exclusively), do you think your tire sales would increase, decrease or remain about the same?

Increase _____ Decrease _____ Remain the same _____
Don't know _____

If "Increase" or "Decrease" in Question #5b, Ask:

- c. Would you say that your sales would (increase) (decrease) slightly, moderately or quite a bit?

Slightly_____ Moderately_____ ^ Quite a bit_____

Don't know_____

6. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your tires? For example, to name a few types, there are:

a. Your petroleum supplier _____ f. Wagon peddler _____

b. Tire manufacturer _____ g. Other (Describe) _____

c. Independent distributor of tires _____

h. No preference _____

d. Another dealer acting as a supplier _____

e. Automotive Jobber _____

b. Why is that? (Probe) _____

7. From what type(s) of supplier(s) do you buy your tires now?

Supplier for Brand 1 (Question 4) _____

Supplier for Brand 2 (Question 4) _____

If One or More Suppliers Are Not the Same as "Preferred Source" (In Question #6a), Ask:

8. Why don't you buy tires from your preferred source (exclusively)? (Probe) _____
- _____
- _____

9. In the light of your experience and knowledge is there anything that a supplier could do to help you make your tire business a better part of your total business? _____
- _____
- _____

2280 Batteries

10. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, which of the following brands of batteries (these represent about 4 out of every 5 batteries sold) would you prefer to sell?

Exide_____	Autolite_____	Your tire supplier's
Willard_____	Prestolite_____	brand_____
Delco_____	Gould_____	Your oil company's
		brand_____

Other (Specify) _____

- b. Why would you prefer this brand? _____
- _____
- _____

11. What brand(s) of batteries do you sell now?

1. _____ 2. _____

If One or More Brands Are Not the Same as "Preferred Brand" (In Question #10a), Ask:

12. a. Why don't you carry your preferred brand (exclusively)? _____
- _____

- b. If you were to carry your preferred brand (exclusively), do you think your battery sales would increase, decrease or remain about the same?
 Increase..... Decrease..... Remain the same.....
 Don't know.....

If "Increase" or "Decrease" in Question #12b, Ask:

- c. Would you say that your sales would (increase) (decrease) slightly, moderately or a little bit?
 Slightly..... Moderately..... Quite a bit.....
 Don't know.....

13. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your batteries? For example, to name a few types, there are:

- | | |
|---|---------------------------|
| a. Your petroleum supplier | f. Wagon peddler |
| b. Battery manufacturer | g. Other (Describe) |
| c. Independent distributor of batteries ..... | ..... |
| d. Another dealer acting as a supplier ..... | ..... |
| e. Automotive jobber | h. No preference |

- b. Why is that? (Probe).....

- 2281 14. From what type(s) of supplier(s) do you buy your batteries now?

Supplier for Brand 1 (Question 11).....
 Supplier for Brand 2 (Question 11).....

If One or More Suppliers Are Not the Same as "Preferred Source" (In Question #13a). Ask:

15. Why don't you buy batteries from your preferred source (exclusively)? (Probe)

16. In the light of your experience and knowledge is there anything that a supplier could do to help you make your battery business a better part of your total business?

Accessories

17. a. Some dealers feel that service stations should limit their line of accessory items to those having only a direct connection to the running of a car. Such items would be spark plugs, fan belts, chains, lights, etc. Other dealers feel that related items should also be carried. Such items would be seat covers, car radios, heaters, sun glasses, etc. Still others feel that they should carry other items such as home and garden tools, electrical appliances, home radios and the like. What is your opinion as to the type of accessories you feel your own station should stock?

(Check One)

Items only connected with running a car (plugs, fan belts, chains, lights, etc.)

Items connected with running a car Plus related items (seat covers, car radios, heaters, sun glasses, etc.)

Items connected with running a car Plus related items Plus non-related items (tools, appliances, home radios, etc.)

b. Why do you feel this way?.....

18. a. What type of items do you sell now?

(Check
One)

Items only connected with running a car
(plugs, fan belts, lights, chains, etc.).....

Items connected with running a car Plus
related items (seat covers, car radios,
heaters, sun glasses, etc.).....

Items connected with running a car Plus
related items Plus non-related items
(tools, appliances, home radios, etc.).....

If Answer In Question #18a Is Not the Same Answer As
That In Question #17a, Ask:

b. Why aren't you selling those accessories you feel
you should carry? (Probe)

2282 19. a. Still assuming that you are about to put in a
line of TBA and forgetting your present com-
mitments, would you prefer to sell manufacturer's
house brands or your oil company's brands?

Manufacturer's brands.....

Oil Company's brands.....

Other answer (Verbatim)

b. Why would you prefer to sell these brands over the
other brands?

If "Manufacturer's Brands":

Prefer manufacturer's over oil company's brands
because:

If "Oil Company's Brands":

Prefer oil company's over manufacturer's brands
because:

20. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your accessories? For example, to name a few types, there are:

- | | |
|---|---------------------------|
| a. Your petroleum supplier | f. Wagon peddler |
| b. Direct from manufacturer | g. Other (Describe) |
| c. Independent distributor of accessories | |
| d. Another dealer acting as a supplier | h. No preference |
| e. Automotive jobber | |

b. Why is that? (Probe)

21. From what type(s) of supplier(s) do you buy your accessories now?
.....

If One Or More Suppliers Are Not the Same As "Preferred Source" (In Question #20a), Ask:

22. Why don't you buy accessories from your preferred source (exclusively)? (Probe) _____

23. In the light of your experience and knowledge is there anything that a supplier could do to help you make your accessory business a better part of your total business? _____

2283

F.

Speed Of Delivery After
Ordering

G.

Merchandising Assistant
and Training.

H.

A Rebate From Your
Supplier

I.

Guarantee

J.

Price Protection

K.

Exclusive Territory

L.

Low Prices

M.

High Quality

N.

Advertising Support By the
Supplier

O.

Completeness Of Line

P.

Established Public Accept-
ance

Q.

Obligation To Your Pet-
roleum Supplier

R.

Long Margin Of Profit

S.

Extended Purchase Terms

2284: COMMISSION EXHIBIT NO. 102A-D.

August 22, 1949

Memorandum for
Mr. T. E. Kelly

As you suggested, I am outlining the additional considerations brought out in the TBA program meeting of August 12 in your office.

My supposition is that Mr. D. T. Colley wants dealers to have TBA but not of necessity through Atlantic, questions the results from system changes unless shown, but withal wants action. A reported loss of \$162,791 on TBA in the January, 1949, P & L cannot be ignored.

Additional information, not available during the major survey, could focus attention at once not only on the soundness of the P & L as an influence in deciding what marketing method to follow but as well on estimating the effect of the major changes proposed in the TBA report and what could be expected if other marketing methods were adopted.

To obtain this information, I suggest these steps be given immediate consideration:

1. a) Examination of Company T.B.A. P & L expense accounts to find the extent of the elements entering into each account as to soundness of allocation, accuracy of time distribution, and essentiality of the activity costed. For example, just what does "District Office Accounting & Marketing" include and what are the possibilities of reductions in these activities and costs? (I understand, so far as "time" is concerned, it is the consensus of the Sales Development Committee that the proportionate time spent on T.B.A. at an outlet should not be the basis for charging sales expense.)

- b) Examination of the latest turnover ratios and inventory investment for possible hidden costs therein that could be corrected by better ordering.
2. Securing of industry expense ratios for comparative and corrective purposes. For example, if we are way-out of line on some expense account, what can be done immediately, if anything, to bring it into line.
3. Securing of more knowledge than prospectuses offer on other marketing methods as the Goodyear Wholesale or Commission Plans, embracing the possibilities and pitfalls therein, for comparative purposes.

I believe this information would be of great value in arriving at any decision on just what line to pursue in the whole T.B.A. matter. At any rate it is my belief that the studies and proposals in the T.B.A. Report are essential no matter what final marketing method is accepted with the possible exception of a Commission Plan.

For your consideration, a primary analysis of the apparent marketing alternatives is appended.

K. M. Ford

Sales Industrial Engineers

KMF: gr

cc: Mr. J. M. McIlvain
Noble Hall

2286

Marketing Alternatives.

The marketing alternatives appear to be:

1. Dealers are supplied entirely by local jobbers.
2. A Wholesale Plan similar to Goodyear is adopted.
3. A Commission Plan similar to Goodyear is adopted.
4. The present Company method is retained.

Primary analysis of these alternatives promotes certain reflections:

Local Jobber

A question may well be—is uniformity of products handled, service given, reliability of product and like considerations of more purport than?

- a. Faster deliveries to dealer of perhaps wider lines?
- b. A desire of the Company to withdraw from the activity:

It would seem that at least for the Class 1 and 2 stations, representing the Company to the public, the answer would negate the use of local jobbers as main suppliers other than on incidentals.

Wholesale Plan (Goodyear)

1. It may well be that the gross profit allowed is not equal to what the Company should obtain—that Goodyear is taking out too much for its warehousing and delivery operations.

2. Removing the present Company physical distribution charges but retaining other expenses, as would seem necessary under the Wholesale Plan, would still leave a deficit. For example, on tires in the Company, January, 1949, P & L, Company operated Bulk Station expense was 3.2% of net sales; total expense was 28% of net sales. Taking 3.2% from 28% leaves 24.8% which is 8.7% above the proposed margin (16.13%) allowed by Goodyear on composite tire classes.

3. The proposed expense ratios developed by Goodyear are probably far too small.

4. If the Goodyear terms are not too attractive, does it point to a possibility Goodyear is emphasizing the Commission Plan and if so, why?

Commission Plan

1. The Company would still retain a significant sales expense, in all probability.

2. Would turning over Company outlets to Goodyear be detrimental to petroleum sales? There is not only the credit angle of possible tying up the dealers' ready money for Goodyear volume, if high pressured, but also possible emphasis of T.B.A. over petroleum by Goodyear for volume. There is also the counter possibility that Goodyear might not try to absorb all the volume the Company feels should pass through outlets.

2288 3. If Goodyear can allow a composite T.B.A. gross of 9.4% on net sales, is their expense allocation so much better than the Company's that their gross profit less 9.4% less their expenses still affords a net profit? It must be if, under their Wholesale Plan, they estimate Atlantic total expenses on tires and batteries should run 5.5% to net sales excluding physical distribution. If true, the position of the Company on expense is way out of line.

4. Once Goodyear is in the outlets what is the practicability of getting them out if the occasion warrants? The possibility of our return to operation depends upon their effort and maintenance of profit, not on ours.

5. Would not Lee struggle hard to keep its market (4 million or so volume) even to possible rough competition? As well, the recent Sales Research poll indicates a dealer satisfaction with Lee.

6. Will Goodyear give better delivery and general service than Atlantic?

7. Will dealers cooperate as well with Goodyear with the "obligation to petroleum supplier" status removed?

8. Just what expenses would the Company have to retain and what would be the final profit figure? Surely, much lower than 9.4%.

9. Will Goodyear satisfactorily maintain a productive volume to be allocated to Atlantic outlets?

10. Would Company outlets suffer severe competition from other Goodyear outlets?

11. - The only secure chance of greater dealer volume is through our sales effort—not in relying on Goodyear sales effort.

Present Company Method

If this is retained, I believe it to be essential to carry through the recommendations of the T.B.A. report. One question to answer—is it to be just a dollars and cents proposition (that is, no loss or the greatest Company profit) or are there other factors to be considered?

One certainty is that sales must be increased and also the turnover rate without an accompanying increase in costs. Also, unessential activities and extreme expenses must be weeded out.

The aim of the T.B.A. report is to slash the inequities and cut the costs to the practical and workable.

K. M. Ford
Sales Industrial Engineers

2290

August 24, 1949
T.B.A. MarketingMemorandum to
Mr. D. T. Colley

Following the transmittal to you on June 29, 1949, of Mr. Ford's "Report on T.B.A. Operations", we have given additional thought to the manner in which this problem might best be approached. Discussion between Messrs. McIlvain, Hall, Ford and myself resulted in the preparation of the attached memorandum of August 22 from Mr. Ford. Most of these same views were expressed by Mr. Ford during our discussion, and this preliminary approach now suggested was prompted by his review of figures only recently available on T.B.A. costs and profits and his discussion with you. What is now being proposed as a preliminary step would seem to be in keeping with your desire to do something quickly about the large indicated loss.

Until such time as it may be desirable to engage in the broader study as proposed in my letter of June 29, 1949, please feel free to call directly upon Messrs. Hall and Ford for any service you or Mr. Neall may desire.

T. E. Kelly

Enc.

TEK: mj

cc: Messrs. K. M. Ford

Noble Hall

J. M. McIlvain

F. M. Neall

2292

COMMISSION EXHIBIT NO. 103.

January 10, 1950

T. B. A.

Firestone Tire & Rubber Company

Mr. G. V. Ostrander
Syracuse, N. Y.

Dear Mr. Ostrander:

As you know, for the past year we have been studying T. B. A. as to its profitability to the Company. Our most recent findings indicate that it is questionable whether this venture is paying us to the degree that the effort expended warrants.

In our approaches to the subject, we have had discussions with various major tire manufacturers who, as you know, are interested in handling the entire T. B. A. line, paying us a commission.

We have now arrived at the conclusion that we should try out this commission plan in some Region and it has been suggested that your Region lends itself to this trial.

The proposition that seems most acceptable to us is one offered by Firestone. I will not attempt to go into detail covering this proposition, but when you come to Philadelphia for the Regional Managers' Meeting next week, Mr. Heideman plans to sit down with you and go over the proposition with the thought in mind that you will elect to have your Region be the guinea-pig.

May I suggest that you arm yourself with all possible information available as to: first, the value to your Region of selling T. B. A.; secondly, what, in your opinion, would be the effect of changing to Firestone from a volume standpoint; third, a comparison between the value of direct

marketing, thereby control of the products and the manner in which they are sold, versus the commission basis whereby your accounts are all supplied by Firestone distributors. I realize you will have many questions concerning this but assure you Mr. Heideman is well informed and capable of answering them.

In any event, it has been decided by the Staff that we will stay in the T. B. A. business for the present, pressing sales of these products. We believe this action is necessary in order to get out of the minds of our people the thought that this phase of our business is unimportant. I assure you we consider it very important and we are looking forward to working out a solution, whether it be by direct sales or on a commission basis, that will not only prove profitable to the company from a dollar and cents standpoint but also be beneficial to our dealers.

It so happens I will be away for a couple of weeks' vacation and will not have the pleasure of sitting down with you and Mr. Heideman to discuss this matter.

Cordially yours,

F. M. Neall

cc: Mr. S. J. Heideman

2294

COMMISSION EXHIBIT 104A-C.

The Firestone
Tire & Rubber Company
Harvey Firestone
Founder

March 30, 1950

Mr. D. T. Colley
Vice-President and General Manager
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pennsylvania

Dear Mr. Colley:

In consideration of the assistance and cooperation to be given to The Firestone Tire & Rubber Company by your sales organization in promoting the sale of Firestone products to and by Atlantic Lessees, Dealers, Commission Distributors and Distributors handling Atlantic gasoline, The Firestone Tire & Rubber Company will pay The Atlantic Refining Company a sales commission on all net sales of Firestone Tires, Tubes and Home and Auto Supplies, including Batteries, sold by Firestone to such accounts, who by mutual agreement are nominated by you and approved by us, according to the understanding and classifications set forth in this letter.

Firestone will report sales monthly on lists of such approved accounts furnished by Atlantic. Sales Commission rates currently in effect and which will continue until further notice, are as follows:

Classification of Account	Rate of Commission
Lessees—"C"	10%
Dealers—"D"	10%

(1) Atlantic Lessees and Dealers

Sales Commission will be paid on all net sales to the above of products subject to sales commission except where sales commission rate will be as shown below in (3).

Lessees ("C") are dealers operating stations where entire property is owned or leased by Atlantic. Dealers ("D") represent Atlantic's other Contract Dealers handling Atlantic's gasoline.

Also included are Atlantic's Lessees ("CE") and such other Atlantic Dealers ("DE") served by Atlantic Distributors on petroleum products, where the Distributor is not qualified or active under the Sales Commission arrangement, where these accounts are approved.

2296	Classification of Account	Rate of Commission
	Commission Distributors "B"	7½%
	Distributors "E"	7½%

(2) Atlantic Commission Distributors and Distributors

Sales Commission paid on all net sales subject to sales commission to approved qualified Commission Distributors ("B") and Distributors ("E") operating bulk plants and distributing Atlantic's gasoline therefrom who wholesale such products to dealers, except where sales commission rate will be as shown below in (3).

These classifications also apply to any retail business engaged in by these accounts in retail locations, in addition to wholesale activity.

(3) Home and Auto Supplies

Where net sales of Home and Auto Supplies to any of the above accounts were \$25,000 or more in the previous calendar year, or reach \$25,000 in current calendar year, (beginning in month this volume reached), sales commission will be paid on these products at the rate of (for each such account):—5%.

Sales will be reported and commissions paid on net sales of:

- (1) Tires, Tubes and Retreads (Firestone produced retreads—and on “retreaded” casings when furnished by Firestone.)
- (2) Home and Auto Supplies including Batteries and Anti-freeze, and Repair Materials.

Sales Commissions are computed from net sales arrived at after deduction of quantity discounts, bonuses, price rebates, billing corrections, returned goods, adjustment credits, and wholesale commissions.

Net Sales for Sales Commissions do not include: used tires and tubes, camelback, adjustment sales, wheels, rims and weights, mechanical goods, Home and Auto Supplies not purchased from Firestone, equipment and supplies, advertising material and supplies, delivery commissions, Federal Excise Taxes, and State and City Sales Taxes.

Where sales are made by one oil company's qualified outlet to a qualified outlet of another oil company, such sales are only reported for latter oil company so that there will be no duplication of the sales commission payments.

2298 All accounts in the above classifications who are desirable for sale of Firestone products, may be nominated and qualified except: accounts who were Firestone Dealers before becoming Atlantic's Dealers or Distributors or who have been substantial Firestone Dealers for a period of years, Firestone Dealer Warehouses, Firestone Aircraft Distributors or Dealers, Commercial Accounts, taxicab and bus companies.

Store front locations operated by Lessees and Dealers (“C”—“D”—“CE” or “DE”) accounts will be included only when they are directly a part of the service station location. Store front locations operated by Commission Distributors (“B”) or Distributors (“E”) may be included where approved by Firestone.

Records pertaining to our business with your outlets covered herein will be made available to you in our Districts for reasonable inspection during ordinary business hours.

This agreement will continue in effect until terminated by either party on one hundred and twenty (120) days written notice to the other.

Very truly yours,

The Firestone Tire & Rubber Company

By: (Illegible),

Vice President

Accepted:

The Atlantic Refining Company

By: D. T. Colley

2300

COMMISSION EXHIBIT 105A-C.

The Firestone Tire & Rubber Company

Harvey S. Firestone, Founder

Akron 17, Ohio

January 12, 1954

Mr. D. T. Colley,

Vice President and General Manager

The Atlantic Refining Company,

260 Broad Street,

Philadelphia 1, Pennsylvania.

Dear Mr. Colley:

The Sales Commission Agreement between our respective companies, evidenced by letter agreements of March 30, 1950 and April 20, 1951, contains certain provisions as to products included for sales commission purposes and the establishment of sales commission rates.

Effective January 1, 1954 the above-referred to Sales

Commission Agreement is amended in the following particulars, all other provisions of our Agreement to remain in full force and effect.

1. Net sales of Home and Auto Supplies for sales commission will not include the sales of Home Supplies listed in our Wholesale Catalog in Department #5 (Major Appliances) and Department #13 (Television).
2. The present sales commission rate on Home and Auto Supplies, as set forth in clause 3 on page 2 of the March 30, 1950 letter agreement is cancelled and replaced by the following:

"However, where net sales of Home and Auto Supplies to any of the above accounts were \$25,000 or more in the previous calendar year, or reach \$25,000 in the current calendar year, or where the account is extended the current #325 or #440 price list on Home and Auto Supplies (beginning in month of current calendar year when \$25,000 volume is reached or above prices are extended), sales commission will be paid on these products for such account at the rate of5%

If in any subsequent calendar year thereafter, (A) net sales of Home and Auto Supplies to any such account who is not extended the current #325 and #440 price list is less than \$25,000, or (B) if the current #325 or #440 price list is withdrawn from such account to whom net sales in such subsequent calendar year are less than \$25,000, then the commission on sales to (A) shall be adjusted for such calendar year to provide for the 10% or 7½% rate, as the case may be, in lieu of the 5% rate, and in the case of (B), shall be increased on the first day of the calendar month immediately following the withdrawal. We will provide you prompt written notice of any change in status of such accounts."

2614

Commission Exhibit No. 105A-C.

As evidence of your understanding and agreement to the changes listed above, please sign in the space provided below for signature and return one copy to this office.

Very truly yours,

The Firestone Tire & Rubber Company

By: (Illegible).

Accepted:

The Atlantic Refining Company

By D. T. Colley

2304

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

November 3, 1954

Mr. H. D. Tompkins, Vice President
The Firestone Tire and Rubber Company
Akron 17, Ohio

Dear Mr. Tompkins:

The contract between our respective companies evidenced by letter agreements dated March 30, 1950, April 20, 1951 and January 12, 1954, and your letter of May 19, 1954 relating to the promotion and sale of TBA is hereby amended in one and only one particular, namely, from the date hereof until cancelled by either of our respective companies upon 365 days' written notice to the other, such contract shall continue in full force and effect.

As evidence of your understanding and agreement to the above, please execute the attached duplicate copy of this letter in the space provided for signature and return the same to this office.

Very truly yours,
The Atlantic Refining Company,
D. T. Colley.

Accepted and agreed to:
The Firestone Tire and Rubber Company,
By H. D. Tompkins.

2616

Commission Exhibit No. 106A-B.

2305

COMMISSION EXHIBIT NO. 106A-B.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

April 20, 1951

Mr. H. D. Tompkins, Vice President
Firestone Tire and Rubber Company
Akron 17, Ohio

Dear Mr. Tompkins:

By letter agreement of March 30, 1950 between Firestone and Atlantic we agreed to assist and cooperate in promoting the sale of Firestone products to Atlantic dealers and distributors and embarked on a test of the Firestone T.B.A. program in two of our sales districts. We have decided, and you have agreed, to extend this arrangement to include our Eastern Pennsylvania, our Western Pennsylvania, and our Southern Sales Regions on the same basis as outlined in the letter of March 30, 1950.

It is understood that this expansion to the areas mentioned will be effective as of March 1, 1951, at which time Firestone will begin supplying the various products and services, outlined in the letter of March 30, 1950, to such of our resale outlets, either dealers or distributors, as desire to purchase them. At the same time, Atlantic will begin, through its field representatives, to assist Firestone in the additional territory mentioned, in the sale of the products and services outlined to Atlantic outlets, as has been done in the test districts.

This means that Atlantic salesmen will call upon retail dealer outlets and distributors, either alone or in company

with your representatives, to promote the sale of such products and assist these resale outlets in reselling them. It is understood that all such Atlantic retail outlets or distributors are free to choose whether, and to what extent, they shall purchase Firestone products and services, and that Atlantic representatives cannot and will not use any methods other than salesmanship to encourage such dealer retail outlets or distributors to purchase Firestone products and services.

In determining to expand the Firestone sales commission plan to the larger areas mentioned, we have done so upon your assurance that you will provide tires, batteries, and accessories in quantities to take care of the reasonable needs of those Atlantic resale outlets who desire to purchase your products for resale. We realize that such an assurance from you is subject to conditions beyond your control, to the fair and equitable treatment of all customers, and any government restrictions on the manufacture or distribution of the products involved.

2307 If the above correctly sets forth your understanding of the arrangement between us, please so indicate by signing and returning for our files the enclosed copy of this letter.

Yours very truly,

D. T. Colley.

Accepted:

The Firestone Tire & Rubber Company,

By: H. D. Tompkins.

2618

Commission Exhibit No. 107.

2309

COMMISSION EXHIBIT NO. 107

February 27, 1950

Firestone Tire & Rubber Company

Mr. D. T. Colley
17 Floor

Mr. Heideman has progressed to the point where he has agreement with the Regional Managers to set up Firestone T.B.A. sales at Newark, Erie and Wilmington, Del. These three locations were selected after discussion with Mr. Keen and me. We believe they represent three different pictures and should enable us to clearly evaluate the difference between our present method of operating versus the Firestone plan.

We were about ready to sit down with Firestone and discuss their taking over these three locations when on February 21 the Department of Justice asked the Sun Company the following:

"Whether the Sun Oil Company has received any fee, commission or other consideration on the sale of automotive accessories to independent station operators, which automotive accessories have not been manufactured or purchased by the Sun Oil Co."

This was submitted to Mr. Stotz who threw up a red flag and we have told him that while we are ready to move in on the Firestone we will not do so until he obtains a definite ruling from Mr. Johns as to what course we should pursue. We will follow this closely to see that we get an answer but it is questionable whether Mr. Johns will be in a position to make a decision for the next week or two because of lack of information, which should be forthcoming as the Sun's problems develop.

We will keep you fully informed.

F. M. Neall.

m

cc: Mr. S. J. Heideman.

2311 COMMISSION EXHIBIT NO. 108A-J.

Presentation to Atlantic Personnel in Connection With the Introduction of the Firestone Commission Plan.

I want to thank you gentlemen for your very fine cooperation in arranging to be with us on this meeting that has been called on such short notice. I know there is a heavy demand on the time of everyone present, but since timing is an important factor in our problem and there is much co-ordinating work to be done, this conference session appeared to be the best and only solution. Unfortunately, it will not be possible to discuss Atlantic's use of the Firestone Commission Plan without exposing most of you to some repetition. Since there are many new and strange things about this subject, I am assuming that time will be well spent in giving you the whole story as I know it so that we all thoroughly understand it before we get to work.

Several Methods of Oil Company T. B. A. Marketing

It is a fact that there are in general usage five different plans from which oil companies may choose in selecting a T. B. A. marketing program. It is also a fact that in practice, parts of two or more basic plans are employed to put together an oil company T. B. A. program. Briefly, these are:

1. Our present plan of marketing.
2. An exclusive arrangement on a major tire company's support brand, or possibly an exclusive arrangement on a house brand of one of the small manufacturers.
3. Private brand.
4. Purchase and resale plan which differs from our present plan in that the manufacturer performs all warehousing and delivery functions.
5. The commission plan.

As we review each of the foregoing plans in greater detail, it will be observed that they are founded on tire and tube lines and not batteries or accessories. This is not difficult to understand since it is generally accepted that at least 55% of an oil company's T. B. A. volume comes from the tire and tube business. It follows, therefore, that batteries and accessories are not fitted into these several broad plans with any degree of uniformity.

There isn't very much we need say about our present plan except that our program is built upon nationally known branded goods and that the term "accessories," as we presently use it, is restricted to a short line of automotive necessities. Under this program we either enjoy a consignment or have to purchase goods. We also warehouse, sell and deliver goods. We also extend credit, issue billing, collect accounts, and engage in sales promotional activity and sales training activity. We usually use 2312 manufacturers' selling schedules, their sales promotional helps and their sales and training help. We receive a good gross margin in keeping with the duties left to us and those assumed by suppliers.

The second plan would involve us in all of these same duties but would eliminate for some prescribed period of time all or most of the competition on the same brand. Available programs of this nature are not so likely to include a complete T. B. A. program; also, when the tire brand name is applied to batteries and accessories, it does not have the acceptance of the national brand of goods which we now handle. There is also no apparent advantage in purchasing arrangements and there is a very definite disadvantage in switching brands if the new line does not have a considerably greater public acceptance. None of the available brands have such acceptance.

Private brand plan, of course, carries with it all the responsibilities that we have under the present plan of

marketing and such additional responsibilities, as definite commitments for merchandise, mold costs, special packaging costs, all advertising expenses and all sales promotional and training work, preparation and distribution of price schedules, etc. It involves a multiplicity of supplier contracts, and in some cases even requires a close contact with raw material markets. This plan does eliminate the competition factor on the same brand and does provide lower purchase costs. The extra margin, however, no more than compensates for the added duties and financial investments and risks that the marketer assumes.

Purchase and resale plan is a special one which is offered by the Goodyear Tire and Rubber Company, and to my knowledge is used by only one oil company. The principal difference of this plan in comparison to our present plan is that the marketer does not engage in the physical warehousing or delivery of merchandise. Other than that, all other functions that we presently engage in are also performed under the purchase and resale plan. However, the supplier does offer a substantial amount of selling assistance under this plan and it, of course, follows that the gross margin available to the marketer under this plan is smaller, roughly estimated at from 8 to 10% less, than under our plan. Under the purchase and resale plan we would still have to perform the lion's share of the marketing work.

Commission plan. Here the manufacturer performs all of the functions connected with the sale of T. B. A. He warehouses, makes delivery, makes sales, extends credit, bills and collects, provides schedules and sales tools, provides sales training and merchandising assistance. However, he looks for and expects the cooperation of the oil company in the task of guiding and training the dealer into the particular program, and for this purpose pays the oil company a commission. The commission amounts to

10% on dealer sales and 7½% on oil distributor sales. The commission is payable only on accounts on which it has been mutually agreed that the oil company and the tire company will solicit and develop. Commission is paid on the sales value received by the tire company. This plan eliminates practically all of the physical complications that an oil company may encounter in any other form of T. B. A. marketing.

2315

Atlantic T. B. A. Objectives.

Now, perhaps is a good time to consider Atlantic's T. B. A. objective. First of all, we must have a program that is most satisfactory to the Atlantic dealer. In order to be this, it must enable the dealer to best serve the Atlantic customer. For this purpose, well-known, high-quality merchandise coupled with necessary services competently performed, that can be sold to the motorists at fair and reasonable prices, appears to be essential. It is believed that the maximum amount of customer service and satisfaction with such a program will be a real factor in the dealer's growth and in his profits. There is strong support for this belief because T. B. A. and related services account for as much as 40% of a promotable dealer's profit. Another very important consideration is that we have a T. B. A. program which at least defrays the expenses correctly attributed to T. B. A., or better yet, which yields a profit.

The Reasons For A Test Program.

The thought must have occurred to you as to why this Firestone Commission Plan test is being undertaken. We are sure you are interested in what is behind Management's thinking in directing this test. To the best of my ability, I will try to give you some of this background that you may better appreciate the objectives and also the importance to

our Company of this experiment. Atlantic's T. B. A. program, as we know it now, is comparable to that of a great many other oil companies, but as has been previously indicated, the Commission Plan has also been undertaken and operated successfully by several very large petroleum corporations. The fact that Texas, Sinclair and Shell, to name the larger companies on this program, have found it satisfactory over a period of years is indicative of some value. We are not prepared at this time to say that the Commission Plan is a better or worse program than the one we have now, because we do not know. Exact knowledge is what the executives of our company are looking for. It is appreciated that we all have opinions. You may feel that the Firestone program is a better plan or you may disagree. We would like to ask you to adopt at this time the attitude that opinions are not important today, but at the conclusion of this test you will be prepared to offer conclusions which are based on the results of actually using this plan in the field. In other words, Atlantic is trying to remove the guess work before establishing a fixed program for the future. There have been many things which have occurred with our present program which have caused Management to make this decision to guide their thinking that our future action should be on the plan which will serve the best interests of the motorist, the dealer and the Company. Any business, as large as T. B. A. has grown with Atlantic, develops complications. I purposely do not use the word "problem" because personally I do not believe they are any different from those other marketers have had to face. But let's look at them: T. B. A. has been 2317 with Atlantic almost a separate business. Coordination with the petroleum program is being achieved but it is my belief that you will concur when we say it has not been completed.

The long and practical experience of those administering

the program including yourselves could not always be applicable to the T. B. A. program although it was excellent in the petroleum lines. Supervisory levels found themselves somewhat at a loss due to lack of knowledge and experience. The present T. B. A. plan must suffer when it cannot take advantage of the principal background of those men who must make it effective.

Then, there is the uncertainty regarding the profits which the company is securing from the present T. B. A. plan. The only published profit and loss statements on T. B. A. have indicated nothing but red figures. Personally, I do not entirely agree with the method used in preparing the P & L or with its conclusions. Nevertheless, I must admit it is certainly a study which neither Management nor any of us could disregard. It was indicative of apparent high operating costs. At this point, I should tell you that improvements are being made in the operating costs of the present T. B. A. plan and they will continue, with the thought that the fairest possible comparison can be made between the existing T. B. A. system and that which you gentlemen are going to test. The excessive operating charges, such as those that appear against warehousing, delivery, and accounting are apparently relieved with the Firestone Commission Plan. Whether the income from the Firestone program will meet as much of the fixed charges as will the present T. B. A. program is something we are trying to find out.

Certainly contributing to Management's thinking on the desirability of this experimental program is the physical limitation of our warehouses and delivery system. These are subjects which require capital investment. Unfortunately, on warehouses we are faced for the most part with older style buildings with definite space limitations. These buildings are in some cases insufficient even for the sale of petroleum products and probably in the immediate future

rebuilding will be required. It is obvious that if space for T. B. A. is also to be considered, the capital investment will be greater: A greater investment in drays for delivery service is also required if we are to give good competitive service to our dealers. This, again, requires capital investment strictly for the T. B. A. program. These are certainly not all of the reasons that were given consideration by our executives, but they probably do include the major items. We are sure you will agree that there was certainly sufficient reasons to undertake the experiment and that you will attach sufficient importance to your part in it that a further decision may be made on factual information.

2319 Why The Commission Plan and the Firestone Proposal In Particular Have Been Selected.

Since a test or check of our present plan of T. B. A. marketing has been decided upon and since there are very real physical limitations, it is quite plain that only the Commission Plan holds any real promise for us in seeking to find ways and means of avoiding some of the complications that are associated with T. B. A. The Commission Plan is currently being practiced with oil companies by all four major tire companies: Goodyear, Goodrich, Firestone and U. S., and they have all solicited our business. These companies' plans are all identical insofar as the basis of commission payment is concerned. Full consideration has been given to each of the proposals and only after a careful deliberation at all levels of Management was the Firestone proposal selected. You can appreciate that careful deliberation was given to this program since their only proposal was submitted early in 1948. Here, then, are the important reasons for the company's preference for the Firestone program:

1. They are either the most popular line or the second most popular line.

2. They either are the largest supplier of original equipment or they are the second largest.
3. They have the most complete line of tires, batteries, accessories, and home supplies and services of any of the companies.
4. They have the greatest experience in the "commission plan" of operation with oil companies. They are one of the first companies to offer this plan.
5. They have the least amount of oil company activity on their brand in our main market.
6. They are only a one brand tire manufacturer. Their entire interests, resources and efforts are back of the brand that would be offered to Atlantic dealers.
7. They have an excellent training program.
8. They are strong and aggressive merchandisers and have available a bountiful supply of very excellent sales promotional material.
9. They have an experienced staff of buyers for procuring the products they don't manufacture and fine facilities for quality and sales testing such products.
10. They were one of the first companies to adopt a liberalized adjustment policy which to some extent minimizes the loss of the road hazard guaranty.

2321 We have upon very careful analysis found that very real advantages exist in the Firestone Commission Plan for Atlantic's dealers and petroleum distributors as well as for the company. For the dealer or petroleum distributor, these are:

1. Complete line on tires and tubes. Complete battery, accessory and home supply program.
2. A tire brand which is either first or second in public acceptance.
3. National advertising: newspapers, radio, television and magazines.

4. Largest or second largest supplier of original tire equipment.
5. Up-to-date and competitive tire and tube lines.
6. Excellent sales promotion and "point of sale" assistance.
7. Recapping program available.
8. Excellent training program.
9. Good delivery from conveniently located distribution points.

Then, from a company standpoint, are these advantages:

1. No T. B. A. investment except stocks for salaried stations.
2. A portion of selling costs assumed by supplier.
3. All warehousing, delivery, credit extension and billing by supplier.
4. Reduced ARCo: accounting expense.
5. Fixed rate of gross profit.
6. Profit would apply on much broader lines and services: blow-out proof tubes, farm tires, tire recapping service, home supplies.
7. A profit on some dealer T. B. A. business presently enjoyed by Firestone.
8. Practically all sales promotional expense assumed by supplier.
- 2323 9. Major part of training expense assumed by supplier.
10. No purchasing function (except for salaried stations or for consumption).

A Review of New Problems.

We, of course, can hardly expect to get all these advantages without facing some complications or problems that we don't have under our present program. These we should recognize and plan to cope with. From the dealer and distributor standpoint consider the following.

1. Without the road hazard guaranty, the dealer will not have the latitude that he presently enjoys. The Firestone tire is guaranteed for life against defects in material and workmanship, but adjustments are also made on a pro-rata basis when bruise breaks are experienced within the first 25% of tread wear. Such adjustment, however, is only made on approval of a Firestone adjuster. In the event the dealer wishes to satisfy a customer on the spot, he has to take his chances of getting proper support from Firestone.
2. There will be a maximum amount of competition from established dealers and company stores, because it is reported that every county, marketing town and shopping center now has a Firestone store or distributor.
3. Atlantic's petroleum promotions will not be so closely coordinated with Firestone's promotions as they are with our present program.
4. Firestone brand batteries and accessories will not have as good public acceptance as their tire brand nor as the nationally known brands of batteries and accessories that we are presently marketing.
5. There is the possibility that the Firestone plan cannot be utilized by all Atlantic dealers and distributors because of closely situated competitive petroleum outlets who are already established with the Firestone program, or even because of a highly competitive Firestone outlet that may be in close proximity.

Then, too, from the company's angle, the following points must be considered:

1. There will be a sharing with another manufacturer of the direct influence that we now enjoy with our dealers for the promotion of balanced sales.

- 2325 2. Firestone is a successful and aggressive tire marketer and tires must be recognized as that company's principal business.
3. Adjustments being limited as aforementioned could result in greater customer dissatisfaction with its resulting adverse effect on Atlantic's petroleum products.
4. Any policy adjustments deemed advisable because of this possibility would be entirely for the account of The Atlantic Refining Company.
5. We will not engage in direct sales to commercial accounts. This market would be eliminated with the Firestone program and also any gross profits that may accrue from it.
6. Atlantic's gross income will, of course, be reduced under this plan and so-called "fixed charges" attributed to T.B.A. must either be reduced, eliminated or absorbed by petroleum products.
7. Firestone has complete control over the establishment and changes in commission rates, but since it is a competitive business and their historical experience has been highly favorable, it is more probable that they will cultivate and encourage its further growth rather than take any steps to make the program less attractive.
8. There is, of course, the very real possibility that an Atlantic dealer or distributor is already on the Firestone plan, and that we will not be given any commission for such business. Such situations are to be negotiated between Atlantic and Firestone in order to reach a fair agreement.
9. District supervisory personnel and salesmen must still be familiar with the T. B. A. program, its

details and its principal promotions. Full cooperation with Firestone in the conduct of the T. B. A. program is expected. Salesmen must accept dealers orders and should be given a quota responsibility.

The Selection of Test Districts.

You may wonder why it was decided to make the test of the Firestone Commission Plan in the three districts. It was considered advisable to have small units, therefore districts were selected rather than a region. It was felt that the district test would have less of an effect on the balance of our market. The districts were then selected with a view to getting a good cross-section of Atlantic's operation, and at the same time to secure territories 2327 geographically situated in a manner not to conflict with the remainder of our market. In the three districts of Wilmington, Newark and Erie, we have a number of outlets ranging from 206 to 273, a number of class two outlets ranging from 50 to 103, an annual T. B. A. volume ranging from \$203,000 to \$245,000, and dollars T. B. A. per thousand gallons of gasoline received in class 2 and 3 outlets ranging from \$13.35 to \$15.52. Based on a quick analysis of expenses for these districts for the last four months of 1949, we also come up with a range in T. B. A. cost to gross sales of T. B. A. that runs from 27.3% to 72.5%. These districts also represent different types of markets, and taking all these factors into consideration, we feel that we have a very excellent proving ground for the test. I may add that Firestone's wishes have not entered into any of the above considerations. They are solely the product of our own thoughts and most surely are not exactly in accord with Firestone's wishes.

General Information.

Now there are a few random points concerning the test and the selected districts that must be cleared up.

Firestone's plan provides anti-freeze products but we have not considered it desirable to adopt that phase of our business, and it is a fact that most oil companies on the Commission Plan think the same way, although not necessarily for the same reasons. Our reasons are that we are just getting established with the #1 brand permanent type product, and believe that our dealers will prefer it. We will also have a good evaporative anti-freeze program. We can handle the business with a minimum of difficulty, in much the same fashion that we handle petroleum. There is a good profit possibility for the company in this business.

The Firestone plan will have no bearing on Equipment and Supply items carried in some of your warehouses and often confused with T. B. A. in cost analysis work. Such items as motor oil and lubricating equipment, or sales promotional material, will continue in your lines as presently established or until future changes are effected.

Firestone has been informed of our tire adjustment responsibilities and those of our dealers and is prepared to stand behind our outstanding guaranties on Lee tires by offering Firestone tires in replacement on a pro-rata basis. The same problem with batteries has not been explored but should be this afternoon.

We have no contracts with suppliers that interfere with this test. We do have some tire contracts with dealers that run for a 12-month period. Most of these expire late in March or early in April. They, of course, can be cancelled any time by mutual consent. Our revised contract provides for cancellation upon 60 days' notice, in the event we discontinue marketing Lee tires in the dealer's territory. We may have some problems with tire contracts but I don't foresee any great difficulty.

2329 We have several contracts covering different products such as AC—Eveready—Fram—Auto-Lite, which are used for petroleum distributors that require notice of cancellation. These do not present any great problem and can be handled easily.

We must recognize that Lee, Exide and other suppliers will make a strong direct bid to retain Atlantic dealer business on their established brands. It is also a probability that some dealers will prefer the present lines.

We and Firestone must offset such competition and opposition solely on the basis of persuasive salesmanship. We definitely want to make an all out sales effort.

Steps to Effectuate The Program.

We should now consider how soon it will be practical to introduce the Firestone program in the districts and decide upon a date. The tire sales season is just ahead and a very big promotional program will soon be launched by Firestone. It will help us to ride the crest of the wave.

We should also consider and decide on a cut-off date for our present program. This date and the starting date need not necessarily coincide, but it is highly desirable to make the break as soon and as clean as possible after starting with Firestone. The longer we stay on our present program, the longer we have adjustment liability and Firestone would not assume these burdens indefinitely.

As you can well appreciate from the tenor of this presentation, this is not an attempt to sell the program. I have only tried to be brief, frank and factual in order to answer some anticipated questions and to lay the foundation for other unanswered questions. To-day we should concern ourselves principally with questions of policy involving the change or that may be anticipated as a result of the change.

March 17, 1950

2331 COMMISSION EXHIBIT NO. 109A-I.

Report on Meeting for the Discussion of the
Firestone Commission Plan.

A morning session was held in Room 209, Friday, March 17th. This session was attended by the following Atlantic personnel:

W. G. Eissler, Controller's Office
S. J. Heideman, Manager, T. B. A. Section (Sales Dept.)
J. F. Sayers, Jr., Sales Promotion Section (Sales Dept.)
W. F. Stotz, Legal Department

Eastern Pennsylvania Region

W. J. Griffiths, Region Manager
C. P. Munma, Region Sales Manager
L. Souder, Region Operations Manager
G. A. Fearn, Region T. B. A. Coordinator
R. S. Zinn, Wilmington District Manager

Western Pennsylvania Region

B. M. Boor, Region Manager
W. B. McConnel, Region Sales Direct Marketing Manager
J. C. Munch, Region T. B. A. Coordinator

The meeting was started with a presentation by Mr. S. J. Heideman, which covered T. B. A. background leading to the company's decision to test the Firestone Commission Plan. The following points were covered:

1. Several Methods of Oil Company T.B.A. Marketing
2. Atlantic T. B. A. Objectives
3. The Reasons for a Test Program

4. Why the Commission Plan and the Firestone Proposal in Particular have been Selected
5. A Review of New Problems
6. The Selection of Test Districts
7. General Information
8. Steps to Effectuate the Program

During the question and answer period, the following questions were advanced and disposed of as indicated:

- 2333 a. Will we continue to require T. B. A. clerical and warehouse personnel in District offices? In reply to this question, it was pointed out that the company would continue to handle anti-freeze and miscellaneous refinery products, and perhaps certain items presently classified as equipment and supply. Therefore, some of the functions now attributed to T. B. A. would be continued indefinitely, although presumably on a vastly reduced scale. It was believed that within a reasonable period of time after the inception of the Firestone Commission Plan, present warehouse stocks of T. B. A. would be eliminated and that the principal amount of warehouse and clerical effort presently devoted to T. B. A. would have to be transferred to other activities or disposed of. In this discussion, it was also recognized that some percentage of dealer orders for T. B. A. even under the Commission Plan would be telephoned into the District office along with petroleum orders, and that it would be Atlantic's responsibility to relay these orders to the proper distribution point. This work would entail some relatively small amount of effort.
- b. The question was asked, What will Atlantic do about dealer's stocks of T. B. A. purchased from the company in the event that the dealer discon-

tinued doing business with us? In discussing this question, it was brought out that Firestone had suggested that we accept the return of merchandise that we had sold to Atlantic dealers in order that they could sell the dealer on the Firestone program and supply him with his principal stock requirements at one time. It was generally agreed that Atlantic should not do this. If considering the discontinued dealer, it was generally agreed that the return of stocks that had been purchased outright would not present any real problem. It was recognized that there would be some exceptional instances where the outgoing dealer, because of financial limitations, might have to be assisted in disposing of some stocks which would be undesirable to the incoming dealer. The policy presently established which applies to the handling of "close-out" merchandise under such circumstances adequately governs this situation. Exceptional problems may arise and these will be disposed of on their individual merits.

- c. The use of the Atlantic credit card under the Firestone arrangement was questioned. It was pointed out that competing oil companies operating under the Commission Plan permit the dealers to assign credit sales on tire, battery and accessory merchandise provided that it has been installed or applied on the motor vehicle. It has not been a competitive practice to permit the assignment of credit sales covering the extensive line of home supplies. This question has been referred to Mr. Stockton so that he can properly develop the matter and rule on it.
- d. The next question concerned employees' discounts. Discussion revealed that under the present plan employees enjoy a 10% discount on the retail level,

whereas under the Firestone Commission Plan, Atlantic would only receive a maximum of 10% commission at the dealer level. It was believed that the present policy would also have to obtain in the test districts using the Commission Plan. It was believed that the volume secured in this fashion would not be considerable in either of the test districts. However, the problem has also been referred to Mr. Stockton for development and rule.

- e. Another question for discussion concerned contracts presently in force with dealers on Lee and Exide batteries, and with additional contracts with distributors on Auto-Lite, AC, Anderson and Ever-ready products. The fact that the tire contracts printed early in 1949 provided for a full 12-months agreement without cancellation privilege was recognized. It was felt that the majority of these contracts were about to expire and that the only problem that may arise would be in regard to those that would continue in force for some time. It was not anticipated there would be any difficulty in securing cancellation of such contracts through mutual agreement. No difficulty was anticipated in the cancellation of the contracts with distributors on the other products because reasonable time periods of cancellation notice were provided in each of them. It was agreed that all these contracts would be reviewed immediately so that where necessary cancellation letters could be promptly issued. The T. B. A. Section will prepare, with Legal Department approval, the letters of cancellation that are to be signed and mailed by the District Manager. The T. B. A. Section also agreed to handle the review of contracts for the Wilmington District and to supply that District with information at the conclusion of that review.

- f. The question about the time that the Commission Plan should be stated was next considered. It was generally agreed that the test should be gotten under way promptly in order to get the full benefits of the manufacturer's Spring and Summer promotional programs. It was tentatively advanced that the test should be started early in April and both plans of operation should be kept in force until complete dealer coverage had been secured by Firestone. Duel operation may extend for a period approximating 30 days. At the conclusion of such period, sales under the present program would be discontinued and only the Firestone program would be available to Atlantic dealers.
- g. An important problem was raised concerning the use of Atlantic's monthly promotions, especially as they apply to the *Acsellerator* and the one-sheet poster. It was agreed that the development of T. B. A. required strong supports in the territories that were to continue under the present plan and that it was not desirable to simply discontinue present efforts. It was recommended for Sales Promotion Section's consideration that future T. B. A. treatment in the *Acsellerator* be handled on a flyer sheet which could simply be eliminated from dealers' mailings into either Erie or Wilmington Districts, and that it was also recommended that the use of the T. B. A. one sheets be continued at least on the present level, but that they be eliminated from the Erie and Wilmington mailing lists. It was also suggested that Firestone's current promotions be scanned for material that might be called to the attention of Atlantic dealers in the districts of Wilmington and Erie. The Sales Promotion Section will develop this problem.

- h. The thought of overlapping territory coverage on Atlantic's radio and television advertising was advanced. It was decided that Mr. Borden should be notified of the territories on the Firestone plan as distinguished from those continuing under the present operation so that the use of any T. B. A. commercials could be carefully phrased as to avoid confusion where there is a possibility of overlapping coverage.
- i. It was pointed out that we have sold Atlantic dealers Exide Battery Merchandisers and that unless they are converted to the Firestone product they are of little value. It was generally agreed that we did not want to accept the return of this equipment, and the Sales Promotion Section was asked to consider the possibility of supplying a Firestone backdrop that could be used to convert dealer's merchandisers to the use of the Firestone product.

Other matters were discussed but the conclusions reached were the same as developed later in the afternoon session, and so are not included here.

2339 The afternoon session was held in Rooms 209 and 210, and in addition to the Atlantic personnel who attended the morning session, the following Firestone personnel were present:

General Offices:

F. B. Hathaway, Sales Manager (for area served by Akron factory)

J. A. Addison, Sales Manager, Petroleum Company Sales

G. M. Elliott, Assistant to the Sales Manager, Petroleum Company Sales

Division Offices:

M. Engeman, Assistant to District Manager, Philadelphia, Pa.

Brooke Read, District Manager, Baltimore, Md.

P. B. Sewell, Central Division Manager

H. D. Weller, District Manager, Buffalo, N. Y.

R. D. Thomas, District Manager, Akron, Ohio.

Following general introductions, Mr. Addison, Manager of Petroleum Sales, Firestone Tire and Rubber Company, was asked to explain how Firestone works with an oil company on the Commission Plan of operation.

1. Mr. Addison first described that all of Firestone's business was done direct with dealers under two types of contracts, namely a Direct Dealer Franchise or an Associate Dealer Franchise. The principal difference is that the Associate Dealer secures his merchandise from a Direct Dealer rather than direct from the factory. He is usually a smaller type of dealer and for this reason doesn't qualify for as large volume discounts as the Direct Dealer. Another important point of consideration is that the Associate Dealer buying in smaller quantities could not avail himself of the prepaid transportation feature of direct factory shipments because the minimum quantity requirement would normally be beyond the Associate Dealer's reach.
2. Firestone usually assigns a special representative to each oil company district during the introductory or test period of the program. In addition to this, all other Firestone personnel operating in the territory also work on the oil company assignment, but this phase of the job is taken along in the stride with other responsibilities. The special representative has a direct contact with Akron administrative

offices and enables Firestone to keep the newly adopted program functioning smoothly and to the mutual satisfaction of Firestone and the oil company.

3. It was explained that an oil company usually sends an announcement letter to its trade in time to reach the dealer at the inception of the program.
4. The oil company submits to Firestone a list of dealers and petroleum distributors who are to be solicited for the Firestone plan.
 - a. This list is thereafter revised monthly by the oil company. Firestone provides forms for this purpose.
- 2341 5. A district sales meeting is held for the indoctrination of all interested oil company personnel. At this time, oil company salesmen are equipped with the minimum quantity of catalog sales information deemed essential to the proper advancement of the program. The district sales meeting is usually of four or more hours duration and is therefore held during the day.
6. Immediately following the district sales meeting, dealer meetings are held. There are as many of these conducted as the territory size in area and in dealer density may require. This type of meeting is of 1½ or 2 hours duration and is therefore held in the evening.
7. Oil company dealers are assigned for service to the best distribution points. The selection is based either on the dealer's preference or on the basis of best service facilities.
8. Double-teaming activity with Firestone and oil company salesmen is then scheduled in order to sell the oil company's dealers on the Commission Plan.

9. Firestone reports sales made to each dealer or distributor account during a month. This report is available by the 9th of the following month. The report shows sales value split into two categories:

- a. Tires and Tubes
- b. Batteries and Accessories

These are the only statistics that will be regularly supplied. Spot checks on unit sales are undertaken occasionally upon mutual agreement.

10. Summary sheet of the aforementioned report and check for commissions are sent to office designated by the oil company.

Mr. Addison also outlined Firestone's responsibilities under the Commission Plan. These are as follows:

1. Firestone must cooperate with the oil company in the selection of dealers to be solicited.
2. Firestone will strive to sell oil company's dealers on the Firestone program.
3. They will report sales and pay commissions to the oil company.
4. They will establish satisfactory supply points for dealers.
5. Oil company's dealers will be contacted regularly.
6. It will be their responsibility to organize all Firestone sales activity.
7. They will supply price schedules and make sales promotional material available.

2343 The oil company's responsibilities under the Commission Plan were also stated by Mr. Addison and are as follows:

1. Report to Firestone the names of dealers who are to be solicited.

2. Work closely with Firestone and cooperate with them fully in the solicitation and development of the Firestone program.
3. Supply monthly report of dealers' and distributors' names who are to be added or deleted from the reported list.
4. Supply sales effort. (Atlantic salesmen are to continue to solicit Atlantic dealers for T. B. A. business and to assist them in development of dealer's T. B. A. business).
5. Although not mandatory, it was expressed as highly desirable that quotas or sales objectives be established for salesmen.

During Mr. Addison's discussion, the following information was also covered in connection with the Firestone program:

- a. Firestone has an all-purpose sales promotion package available to dealers. This package is prepared twice a year and is available to the dealers at \$2.00 per package.
- b. They also have a bi-monthly promotion package which is available to dealers at \$1.00 per package.
- c. Tire stands are for sale to dealers at 25¢ for the passenger type and 50¢ for the truck type.
- d. Sales display and equipment service is available to dealers at no charge. The equipment, however, must be purchased although the prices are very reasonable.
- e. An elaborate dealer training program was referred to and briefly described.
- f. Cooperative advertising plan is available for dealer's use.
- g. Station identification material is available to dealer at no cost.

During the question and answer period, the following information was either developed or questions placed in proper channels for development:

- a. Firestone is to submit in letter form addressed to Mr. D. T. Colley an outline of the general and specific points that have been agreed upon. Special points involved are those that will provide for the discharge of Atlantic's and Atlantic dealers' responsibility for outstanding guaranties on Lee tires and Exide batteries.
- b. The question of station identification was raised and it was agreed that Firestone should submit to Sales Promotion Section for examination and selection all available materials.
- 2345 c. Samples of all forms that are to be used by the Atlantic organization or by the Firestone Company in reporting to Atlantic are to be submitted and reviewed with all department concerned preliminary to the development and establishment of Atlantic procedures.
- d. In connection with Direct Dealer Franchise and the Associate Dealer Franchise, it was agreed that copies of these contracts be submitted to our Legal Department for their general information.
- e. Firestone representation stated that either three or four copies of reports would be available and that these would be distributed in accordance with our wishes. This matter will be explored with C. O. Domestic and after a decision is reached Firestone will be notified.
- f. The same action was accorded to the question of the payment of commission checks.
- g. The question of the announcement letter to dealers was again advanced, and it was agreed that this

be prepared by the T. B. A. Section, reviewed by the Legal Department, and forwarded to the District Manager who will send the letter out over his signature.

The following was accomplished with respect to the actual start of the program at District level:

- a. Lists of dealers and distributors for each salesman's territory as well as District territorial maps were turned over to Firestone for both the Wilmington and Erie Districts. The information for the Wilmington District included the 1949 dealer T. B. A. volume, whereas the material from Erie did not include this information but it is to be provided promptly.
- b. It was mutually agreed that indoctrination meetings for Atlantic personnel should be held at District level in accordance with the plan outlined by Firestone. A definite date was set for the Wilmington District, namely April 4th. The Erie date is to be decided and reported on next week.
- c. It was also agreed that Firestone dealer meetings were to be held as soon after the District indoctrination meeting as possible. Three of these were definitely agreed upon for the Wilmington District; one to be conducted in Dover, Delaware; a second in Wilmington, Delaware; and another in Salisbury, Maryland. Definite dates were to be agreed upon next week. This plan was also agreed upon for the Erie District, but details were to be decided and reported on next week.

The meeting accomplished the purpose of bringing about a mutual acquaintance among Firestone and Atlantic personnel, and was concluded with the following general agreements:

1. Firestone will furnish us with necessary information or materials that have been requested some time during the week of March 20th.
 2. Western Pennsylvania Region will supply us with the additional details necessary in order to get the Erie test program under way some time during the same week.
- 2347 3. The T. B. A. Section will coordinate all activities and maintain necessary contact with manufacturer, regions and other departments or sections that are involved.

S. J. Heideman

2349

COMMISSION EXHIBIT NO. 110.

March 21, 1950

TBA SJH

T. B. A. Firestone
Commission Plan

Mr. G. H. Milligan,
Room 1500.

Dear Sir:

We are planning to introduce the Firestone Commission Plan into the Wilmington District on April 4th. Before doing this, it is necessary that we review our contract position with dealers and distributors so that necessary measures of cancellation can be promptly taken. We have contracts on Lee tires with both dealers and distributors. We also may have contracts with distributors on Auto-Lite cables and wires, Anderson windshield wiper blades and arms, Eveready lamps and sealed beam units, and AC spark plugs.

Will you kindly arrange to have all contracts with deal-

2646

Commission Exhibit No. 111.

ers or distributors on these several products that are presently in force in the Wilmington District removed from your files and turned over to me as soon as possible, so that I can develop with our Wilmington District the method of cancellation that is to be employed on each individual contract.

Very truly yours,

2351

COMMISSION EXHIBIT NO. 111.

April 11, 1950

TBA SJH

T. B. A. Firestone

Mr. W. J. Griffiths,
Reading, Penna.

Dear Sir:

Last evening I attended the Firestone sales meeting for Atlantic dealers of the Wilmington area. It was a very excellent and effective meeting. During the course of the evening, Mr. F. Campbell, Firestone's District Manager, mentioned the fact that the Firestone factory at Pottstown, Pennsylvania, was the largest tire manufacturing plant East of Akron and that a considerable amount of petroleum products were consumed in the course of manufacture. He referred definitely to such products as Bunker fuel oils and waxes. He also stated that this business was only available to oil companies with whom Firestone was enjoying some business. Atlantic is therefore eligible for some of this volume and Mr. Campbell has offered to meet with you and arrange for a personal visit through the plant and to establish a contact for you with the Purchasing Department. This, of course, can be arranged for at your convenience, and the invitation can be extended as you wish to include other members of your staff.

Very truly yours,

2353

COMMISSION EXHIBIT NO 112.

4/20/50

Plan for Handling Adjustments for Atlantic Dealers, on
Lee Tires To Be Replaced With Firestone Tires.

1. All tires will be adjusted at retail list price on basis of Atlantic's guarantee on Lee tires.
2. There will be no reimbursement or handling commission allowed Dealer where replacement price to the customer is equal to or exceeds Dealer's buying price.
3. Atlantic Dealers may adjust a Lee tire by replacing with a comparable size, type and quality Firestone tire on basis of Atlantic's guarantee which is either 9, 12 or 15 months on passenger service and either 6 or 7 months on commercial service.

Where replacement is made with a Firestone tire carrying a higher level price than the adjustable Lee tire the same pro-rata plan will apply. In other words if tire is replaced on a 50% basis then the higher level tire will be replaced on a 50% basis.

4. Firestone will replace Lee tire with a Firestone tire to dealer on same basis Dealer replaced to customer less 10% of the replacement price, as a handling commission.
5. On all such transactions customer's copy of guarantee certificate must be furnished Firestone District together with adjusted tire. All tire shipments to District Office for adjustment must be prepaid by Atlantic Dealer.
6. On all such transactions Firestone District will deduct adjustment sales or credits in computing sales (monthly reports) for sales commission to Atlantic.
7. Where any adjustment is made and the replacement including the 10% handling commission is below Dealer's

buying price on the Firestone tire, then Firestone district offices will furnish Akron monthly (together with their S468 reports) with a tabulation showing invoice or credit memo, size of tire involved, and the dealer's buying price.

4/20/50

Plan for Handling Adjustments for Atlantic Dealers, on Exide Batteries To Be Replaced With Firestone Batteries.

1. All batteries will be adjusted at retail list price on basis of the Exide guarantee:
The number of service guarantee units or months on Exide batteries is exactly the same as on similar types of Firestone batteries.
2. There will be no reimbursement or handling commission allowed Dealer where replacement price to the customer is equal to or exceeds Dealer's buying price, on a Firestone battery of the same service guarantee.
3. Atlantic Dealer may adjust an Exide battery on the basis of the Exide guarantee by replacing with a comparable Firestone battery having the same service guarantee and charging customer for pro-rata service received on the Exide battery.
4. Firestone will replace Exide battery with a Firestone battery to Dealer on same basis Dealer replaced to customer less 50 cents handling commission where replacement price is less than the Dealer's cost.
5. On all such transactions customer's copy of guarantee certificate must be furnished Firestone together with the adjusted battery. All battery shipments to District

Office for adjustment must be prepaid by Atlantic Dealer.

6. If the Exide battery becomes unservicable within the 90-day service guarantee period, Firestone will honor any replacement the Atlantic Dealer makes. (Dealer will pay transportation costs.)
7. On all such transactions Firestone will deduct adjustment sales or credits in computing sales commission to Atlantic.
8. Should there be any cases where a supply point replaces an Exide battery with a Firestone battery at a price below their buying cost, Firestone will reimburse supply point for the difference between replacement price less handling commission and the supply point's buying price. On all such transactions the supply point will be charged 1% to offset the adjustment allowance by Firestone (if supply point operating on allowance basis.) Supply points will adjust batteries by replacing with Firestone batteries as outlined above and may obtain credit from District by shipping battery together with customer's certificate to District. However, supply point should handle all possible adjustments of batteries where replacement and handling commission are above their buying price and retain scrap batteries.

Where any adjustment is made and replacement including the 50 cent handling commission is below Dealer's buying price on the Firestone battery, then Firestone district offices will furnish Akron monthly (together with their S468 reports) with a tabulation showing invoice or credit memo, type of battery involved, and the dollar amount of difference between the replacement price to dealer and the dealer's buying price.

2650

Commission Exhibit No. 114A-D.

2357

COMMISSION EXHIBIT 114A-D.

Philadelphia, Penna.

May 11, 1950

SA:EES

TBA Firestone Commission Plan

District Office Accounting Procedure

Under the TBA Firestone Commission Plan, the Atlantic District Offices will follow a procedure that will enable them to maintain adequate records and reports to permit Firestone to establish the Commission due us and also to establish sales credit to the proper salesman for TBA sold in the salesman's respective sales territory.

There are two Firestone forms:

- a. S-468—"Report of Oil Company Outlet Purchases"
- b. S-757—"Changes in Oil Company Listings"

which the Atlantic District Offices will prepare in the following manner.

S-468—Report of Oil Company Outlet Purchases

1. This form is to originate in the District Office and is to be prepared in six (6) copies and mailed to the proper Firestone District Office by the 25th calendar day of each month, commencing with April—1950.
2. The various captions at the top of the form, e. g., "List Prepared By"—"Oil Company"—"Oil Company Office located at"—"Month ending", etc., are to be filled in by the Atlantic District Office.
3. The six (6) copies are to be sent to the proper Firestone District, depending upon the area in which Atlantic

Dealers are located. These areas will be established through consultation between Atlantic and Firestone's District Managers. Attached to this letter are the names and addresses of the Firestone District Managers and Firestone District Offices serving the Atlantic territories which are now on this plan. In order to get the plan started, from a list of dealers prepared by your office from B-503 Statistical Cards, each Atlantic dealer will be assigned to a Firestone District by a representative of the Firestone Tire and Rubber Co.

4. Firestone will retain three (3) copies and return completed:
 - a. Original to Controller's Office, Domestic, in Philadelphia
 - b. Duplicate to the Atlantic District Office
 - c. Triplicate to the Atlantic Regional Manager's Office, attention: Manager of Sales Group
 - d. The balance of forms will be retained by Firestone for distribution within their organization.
5. The accounts to be listed on form S-468 are limited to reseller accounts (Atlantic Dealers and Distributors). Do not list Commercial or Consuming Accounts on this form.

2359.

TBA Firestone Commission Plan
District Office Accounting Procedure

6. The arrangements of the accounts on S-468 will be:
 - A. Firestone District separated by
 - B. Atlantic Salesman's territory further separated by
 - C. Town or location of Dealer and within town, arranged
 - D. Alphabetically by customer

E. Within each town a further separation should be made to identify

(1) Direct Dealer—A direct dealer is one who purchases Firestone products from a Firestone Warehouse or Firestone Store if the Firestone District Office designates it as a source of supply. His volume is usually large enough to permit dealer to order in minimum quantities for prepaid shipment.

(a) May be 100% retail outlet

(b) May be part retail and part wholesale outlet

(c) May be 100% wholesale outlet.

Note: Oil Company Petroleum Distributors and Commission Distributors would be classified as a Direct Dealer under (b) or (c) above.

(2) Associate Dealer—One who is wholly a retail outlet which purchases Firestone products from either an Atlantic Direct Dealer, a Firestone Dealer or a Firestone Store.

7. On each of the copies of form S-468, the Atlantic District Office is to show in the appropriate column, name of the proprietor, trade name, street address, city and state. In the column captioned "Acct. Type (Code)" show one of the following capital letters on line with each account: C, D, E, or B, identifying Class 2 Dealers with C, Class 3 Dealers—D, Distributors and Wholesale Dealers—E, and Commission Agents with a B.
8. The Firestone District Offices will insert in the two columns under "Amount of Purchases" on form S-468, the value of the purchases made by the various Atlantic

Direct Dealers from either the Firestone Warehouse or Firestone Store. For Associate Dealers, they will insert only the value of purchases made at a Firestone Store or a Direct Dealer that is not an Atlantic Account. The Firestone District Office will then distribute copies of form S-468 as indicated in paragraph 4. On receipt of the duplicate copy, the Atlantic District Office will enter the sales value on each dealer's B-503 statistical card under "TBA Value—Dollars" and under the special captions of either "Tires-Tubes" or "Auto Access." the nearest whole dollars, dropping the cents. Post the value shown on form S-468 in columns captioned "Tires, Tubes and Retreads" under "Tires and Tubes" and the value on S-468 in column captioned "Home & Auto Supplies and Repair Materials" under "Auto Access". The value entered under "Auto Access." will include batteries, auto accessories and home appliances or any other items. Firestone will not separate the sales value of batteries from auto accessories, home appliances and other items.

For sales made to Associate Dealers by a Firestone Direct Dealer that is an Atlantic Account, the Atlantic District Office will have to arrange with these direct dealers to supply the Atlantic District Office with a monthly report of the sales value covering such deliveries made to the Associate Dealers. Deduct the total value of sales made by these Direct Dealers to Associate Dealers from the amount shown on form S-468 before posting sales value to the Direct Dealer's B-503 card. Enter the value 2361 of sales to each Associate Dealer on the respective B-503 cards to nearest whole dollars.

Since Atlantic does not receive a commission on the sales of TBA material to commercial or consuming accounts, sales made to this type of account will not be recorded on

form S-468. This means that purchases from Firestone Tire & Rubber Co. by Commercial and Consumer Accounts can not be shown on the B-503 cards maintained for this type of customer.

The sales value on the B-503 cards should be used to accumulate sales value by salesman's territory in preparing form B-443—"Salesmen's Progress Report." In preparing the Salesmen's Progress Report, post the total tire and tube value both to Direct and Associate Dealers on line with caption "Tires and Tubes." All other items sold under the Firestone Plan should be posted on line with caption "Accessories."

Insofar as the B-443 is concerned, Miscellaneous Refinery Product sales are to be added to accessories value reported under the Firestone Plan. For Anti-Freeze, there will be no change; continue as heretofore.

In order to make the B-443 on a comparative basis, it will be necessary for the Atlantic District Office to go back to January-1949 and combine a monthly basis for the current sales territories, the value of batteries and accessories sales. After this adjustment is made, a memorandum outlining the details by salesman's territory should be sent to the Regional Accounting Department in order that the salesman's activity statements will reflect the correct information.

The duplicate copy of the S-468 should be received from the Firestone District Office by the Atlantic District Office not later than the sixth calendar day of the following month. This should allow Atlantic District Office time to post the sales value to B-503's in order to prepare the B-443 on schedule. If the forms are not received on schedule, please advise the Regional Accounting Department. The duplicate copy of S-468 is to be retained in Atlantic District Office daily business file for two (2) years. S-757—Changes in Oil Company Listings.

1. This form is to originate in the Atlantic District Office and is to be prepared in four (4) copies. The first three (3) copies are to be mailed to the Firestone District Office and the quadruplicate retained in accordance with instructions printed in the lower left corner of the form. These forms are to be prepared currently whenever a new dealer is secured or a change in proprietor of the present location. One copy will be returned to the Atlantic District Office by the Firestone District Office, with sufficient information to enable you to enter the account on the proper S-468 form. The copy returned by the Firestone District Office is to be retained for two (2) years, which is in accord with the retention of records period for the S-468. The quadruplicate copy can then be destroyed.

2. The various captions at the top of the S-757 form are to be filled in by the Atlantic District Office. These captions are self-explanatory and require no further details.

2363 3. The Atlantic District Office is to fill in the following spaces in the body of the form, leaving all others blank:

Firestone District	Name (Proprietor, Trade)
Oil Co.	Address (Street Town State)
Oil Co. Division	Dealer Replaced
Acct. Type (Code)	Date Effective.

4. It is important that S-757 form be issued, as mentioned before, on a current basis and would suggest that whenever you prepare a B-503 card for a new account or because of a change in proprietor, that an S-757 form be issued at the same time. In this way there will be a better control and it will be known exactly when these forms have been issued.

In a general way this is the procedure to account for purchases made by Atlantic Accounts on the Firestone Commission Plan. If, however, there is anything that is not quite clear, please do not hesitate to telephone or write the Regional Accounting Department, depending upon the urgency.

G. H. Milligan

cc: Mr. B. M. Boor
Mr. Leon Serven
Mr. S. J. Heideman
Mr. J. C. Rigby
Mr. J. M. MacAllister
Mr. J. P. Miller, Jr.
Mr. W. J. Griffiths
C. P. Mumma
G. A. Fearn
R. S. Zin

July 3, 1950

TBA Firestone Commission Plan
District Office Accounting Procedure.

On page 2 of our letter of May 11, 1950, item #6, it was felt that arrangements for the monthly report S-468 are to list our accounts on separate sheets by Firestone District separated by Atlantic Salesmen's territories, further separated between direct and associate dealers.

I find that these forms should be prepared in the following manner: Our accounts should be listed by Firestone District or Store territory with separate sheets for "O" Type dealer supply points, which means that large ac-

counts must be listed on a separate S-468, depending upon their source of supply.

On each S-468 our accounts are to be broken down by Atlantic Salesmen's territories and listed alphabetically by town and customer under the Atlantic Salesmen.

While on this subject, I mentioned to Mr. Lower when we first adopted the Firestone Plan that whenever the S-468's seemed to be made up in its final form, that if he would send a set of them to Philadelphia, we would arrange to have ditto copies prepared for him in sufficient supply so that they could be used for possibly six months.

We have not as yet heard from him and assume that you are not yet satisfied with the arrangement of the accounts.

2367 COMMISSION EXHIBIT NO. 116A-B.

September 29, 1950

Mr. S. J. Heideman
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Heideman:

In accordance with your request of September 25, we attach summary showing the number of accounts signed on Firestone contracts and the amounts of the initial orders through September 22.

We have shown the number of accounts listed in the original lists and also the number in the August report lists after reflecting in the latter the deletions in process between your Erie District and our Akron and Buffalo Districts.

It would appear from the information that we have, that almost all of the accounts that represent TBA prospects for Atlantic and Firestone have now been signed on Firestone direct or associate dealer contracts.

Yours very truly,

G. M. Elliot,

GME: eo

Petroleum Sales.

2369

The Atlantic Refining Company
(Thru September 22, 1950)

Atlantic District	Firestone District	# Accounts Original Atlantic List	# Accounts Atlantic August Reports*	# Signed Firestone Contract	Amount Initial Order
Wilmington	Baltimore	102	97	96	18,861
	Philadelphia	92	99	90	8,556
	Total	194	196	186	27,417
Erie	Akron	102	67	67	12,854
	Buffalo	175	136	96	15,300
	Pittsburgh	6	6	3	3,362
	Total	283	209	166	31,516
Total both Atlantic Districts		477	405	352	58,933
(Illegible): HM				September 29, 1950	

* Number of accounts on August list in Erie District reflects deduction of accounts included in list Mr. Burkett supplied as representing accounts to be deleted as having little or no TBA potential. Expect September report list will reflect all these changes.

2371

COMMISSION EXHIBIT NO. 117.

Firestone Commission Plan Check List.

Outline of all Reasons for Selection of Test Districts

Test District	Wilmington	Newark	Erie	Company Average
Number of Outlets	261	206	273	
Number of Outlets	103	78	52	
% of 1-2 Outlets	40%	36% of 80%	20%	
\$ T.B.A. Volume 1949 incl. antifreeze & misc. Ref.				
Prod.	\$203,182	\$212,293	\$244,952	
\$ T.B.A. per 1-2-3 1,000 gals. gas	\$13.35	\$15.39	\$15.52	\$12.46
% T.B.A. Cost to Gross	41.5%	72.5%	27.3%	
Sales T.B.A.	69.16%	71.61%	55.42%	54.38%
% of total 1-2 gallons.				

Additional Information

T.B.A. P & L Before Test and Total Cost of Cost Operation Showing Petroleum Share of Expenses.

T.B.A. P & L After Test and Total Cost of Cost Operation Showing Petroleum Share of Expenses.

Number of Active T.B.A. Accounts Before Test.

Number of Active T.B.A. Accounts After Test.

Interviews—Best 25 Before Test

Interviews—Best 25 After Test

Things To Do

Preliminary meeting between Regional management and T.B.A. Section

Meeting of management with Firestone

List of all Atlantic dealers and distributors to be solicited by Firestone

(By sales territory)

Agreement on how ARCo. dealers would best be served by Firestone distribution

Negotiation of any ARCo. accounts presently served by Firestone

Establishment of opening date

Cancellation of existing contracts or arrangements between ARCo. and dealers

Notification of present suppliers

Accounting Dept. notified regarding statistical reporting and payment of commission

Sales meetings—Sales work

Removal of inventories—stations and warehouses

Personnel transfer

Co-ordination with Sales Promotion Section.

2660

Commission Exhibit No. 118A-B.

2373

COMMISSION EXHIBIT NO. 118A-B.

Messrs: D. T. Colley (2)

V. M. Neall

O. Long

W. d. Stotz

E. R. Cox

March 13, 1950

TBA SJH

T.B.A. Firestone
Commission Plan
for

Messrs: B. M. Boor
J. O. Estlow
W. J. Griffiths

Erie, Pa. District
Newark, N. J. District
Wilmington, Del. District

Dear Sir:

A meeting has been scheduled in Room 210, 260 South Broad Street, Friday, March 17th. The meeting will be divided into two sessions: the first will start at 10:30 A.M. and will be concluded about 12:00. This will consist of a confidential review for Atlantic personnel of the Firestone Commission Plan proposal. There will be a question and answer period in which the company's extent of participation under this plan of operation can be fully explored and wherein departures from current practice can be emphasized. The second part of the session will start at 2:00 P.M. and continue for two or three hours, and attendance will be augmented by four or five representatives of the Firestone Tire and Rubber Company. In this part of the session, there will be further explanations concerning the Firestone plan and our operation under it, and also the opportunity to complete arrangements for the start of the program in the test districts.

For the purposes of this meeting and discussion, it would be helpful to have a list of names and positions for all regional and district personnel who will be in any way involved in the Firestone relationship. Also a territorial map of the district selected for the test of this plan. The names of all dealer salesmen in the district and a list of all Atlantic dealers covered by each salesman would be desirable. On this list, dealers presently buying Atlantic T.B.A. or Firestone T.B.A. should be respectively identified. The same information should also be supplied by wholesale salesmen for jobbers or distributors who may be located within the district area.

For the purposes of this session, it would be desirable to have in attendance in addition to the Regional Manager, the Regional Sales Manager, the T.B.A. Coordinator and the District Manager or suitable alternates.

2375 Will you please advise by return mail or telephone the names of the people who will be present from your region? If there are any specific questions or problems on this matter, please state them in your communication.

Very truly yours,

h

2662

Commission Exhibit No. 119A-B.

2377 COMMISSION EXHIBIT NO. 119A-B.

March 17, 1950

TBA SJH

Firestone Program

Mr. D. T. Colley (2)
Room 1700.

Firestone Comm. Plan
(Procedures)

Dear Sir:

At 9:30 this morning, Mr. Addison of the Firestone Tire and Rubber Company visited me and informed me that his company would not undertake the test program in the Newark District. The explanation for this last minute action is that they have a very "touchy" situation with one of their larger distributors in that section, and it was their decision that the test program might cause them to lose the account. They made every effort to assure me that in the event Atlantic would take the Firestone program for all regions, the Newark District could then be included.

This situation occurs after Firestone's original assurance that they would be pleased to go along on a test plan in any area that we might select. Also, as recent as ten days ago, they were aware that Newark had been selected and at that time they had agreed to the test. As far as the selection of another district to replace Newark is concerned, they have made the blunt announcement that a district within the boundaries of the State of Pennsylvania must be selected. Districts in other areas will not be acceptable to them.

This leaves us in a very embarrassing situation. In addition, it may be an indication of the possible future relationship between the two companies. It certainly is not

reassuring when stipulations are delivered even before a program is undertaken. It appears to me that the following courses of action are possible:

Course of Action

1. Start the test in Wilmington and Erie and select a Pennsylvania District to replace Newark as Firestone requests.
2. Confine the tests to Wilmington and Erie and base the final decision on the results secured by this smaller cross-section.
3. Eliminate Firestone from consideration and make arrangements with either Goodyear or United States to conduct an experiment in the districts which we choose as those which will be most helpful in guiding a decision.

Opinion

1. This places Atlantic in a very awkward situation and would not be conducive to maintain a strong bargaining position for future complications.
2. A small cross-section which may not necessarily provide sufficient information for your final decision.
3. These are less aggressive companies than Firestone and would also delay the test by at least 30 days.

2379 Mr. D. T. Colley
Firestone Program

March 17, 1950

I will appreciate your consideration of these alternatives and your instructions as to the action you wish me to take.

natives and your instructions as to the action you wish me to take.

Very truly yours,

2664

Commission Exhibit No. 120.

2381

COMMISSION EXHIBIT NO. 120.

July 26, 1950

TBA RMT

T.B. & A.

Equipment

Messrs: B. M. Boor, Pittsburgh
W. J. Griffiths, Reading

Firestone Comm. Plan
(Procedures)

Dear Sir:

The following policy should be adhered to in those districts operating under the Firestone Commission Plan.

Atlantic will recommend that dealers purchase all T.B.A., including T.B.A. tools and equipment, from the Firestone Tire & Rubber Company.

Very truly yours,

2383

COMMISSION EXHIBIT NO. 121A-D.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

July 10, 1950

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pa.

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that in counseling with these customers with respect to the general management of their businesses, including accounting and operating practices, your

field representatives will give appropriate consideration to the maintenance of adequate stocks and to the distribution by such customers of merchandise purchased from us, and to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time 2385 at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

As soon as practicable after the end of each month, we will furnish you with a statement reflecting sales made by us through our retail stores, factory shipment, district warehouses or other owned outlets, and sales made by our dealer supply points and reported to us by our dealers, and in the case of car and home and related merchandise involving deliveries as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting all applicable discounts, allowances and bonuses, other than cash discount, whether shown on invoice or subsequently allowed, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

2387 . Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.,

By _____
Vice President,

Attest: _____
Assistant Secretary.

Accepted:

The Atlantic Refining Company,

By _____

2389. Included items, subject to exceptions noted below:

1. Goodyear Battery Cables (when billed direct and delivered to the Atlantic dealer or distributor by the Goodyear District or from the manufacturer's factory or from the supply-point agreed upon on Form G-1209).
2. The following items (commonly called shelf items) of Goodyear Repair Material when delivered and billed either by the Goodyear District or factory or field warehouse:
 - Small & Bicycle Tube Repair Kits
 - Steptread Cement—Qts
 - Small Containers Cold Patch Cement
 - Emergency Self-Sealing Patches
 - Gasket Compound
 - Bicycle Rim Cement
 - Shaler M-50 Repair Kits
 - Motorist Vule-Patch Kit.
3. The following items (designated in accordance with Goodyear's regular classification of such merchandise) of Goodyear Car and Home Merchandise when delivered from the manufacturer's factory or from the Goodyear field warehouse:
 - All radios, radio aeriels, and radio accessories, except such items manufactured by General Electric, Motorola, and Admiral Corporation
 - Automotive Supplies
 - Hardware and Tools
 - Wheel Goods
 - Sporting Goods
 - Small Electrical Appliances
 - Housewares
 - Toys and Games.
4. Goodyear Brake Lining, Goodyear Wheel Weights, and Goodyear Brake Lining Rivets when delivered from the manufacturer's factory or from the Goodyear field warehouse.
5. All Dill and Schrader Merchandise when delivered from the manufacturer's factory or from the Goodyear District.

Exceptions—Items not subject to commission:

1. General Electric, Hot Point, and Major Appliances which are obtained by the dealers from the manufacturer's distributors.
2. Motorola Car Heaters
3. Battery Charging Equipment.
4. Brake Lining Equipment.
5. Camelback and recapping material.

Exhibit A, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to The Atlantic Refining Company dated July 10, 1950

The Atlantic Refining Company

By _____

The Goodyear Tire & Rubber Company

By _____

Vice President

CX-122 same as CX-14.

2670

Commission Exhibit No. 123.

2393

COMMISSION EXHIBIT NO. 123.

November 8, 1950

TBA SJH

T.B.A. Goodyear Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Sam:

I just had an opportunity to review with Mr. Stotz of our Legal Department the agreement which you submitted for the consideration of The Atlantic Refining Company.

In substance, this proposal describes our understanding of the responsibilities that we each have to discharge under the commission plan of operation. However, there are several places where a change or the elimination of a word would further clarify the subject matter.

I am returning herewith both the original and duplicate copy of the agreement and have indicated on the original the changes that we are recommending. Since these changes are very minor, I do not anticipate any objection to them on the part of your Legal Department, and hope that you will be able to send us a revised agreement, in duplicate, promptly.

Cordially yours,

S. J. Heideman

h

Enc.

2395

COMMISSION EXHIBIT NO. 124.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

November 29, 1950

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Syd:

As per your letter of the 8th I am pleased to send you, herewith, a revision of the agreement incorporating all of the changes suggested by you, which are entirely agreeable to us.

If you find it to be in order will thank you to have it signed, retaining the original and returning to us the duplicate signed copy. Am also attaching an extra unsigned copy which you may wish to retain for your files.

Looking forward to seeing you in Chicago, with kind regards.

Sincerely,

S. A. Gaylord

Manager--Petroleum Sales Dept

S A Gaylord
lfm

2672

Commission Exhibit No. 125.

2397

COMMISSION EXHIBIT NO. 125.

CC: Mr. Stetz
Room 1313

Note: Mr. Stetz also received third copy of agreement

December 14, 1950

TBA SJH
T.B.A. Goodyear
Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio

Dear Sam:

In reply to your letter of November 29th, I am happy to inform you that the agreement which you submitted has now been accepted and signed by Mr. Colley, and I am now returning the duplicate copy as you have requested.

Cordially yours,

S. J. Heideman

h

CX-126A-B same as CX-16A-B.

2403

COMMISSION EXHIBIT 126C.

The Atlantic Refining Company
Incorporated—1870

Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

July 7, 1954

Mr. Victor Holt, Jr., Vice-President
The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio.

Dear Mr. Holt:

The contract between our respective companies, evidenced by letter agreements dated June 1, 1950 and April 3, 1951, relating to the promotion and sale of TBA, is hereby amended in one single particular, as follows:

Goodyear will not exercise its cancellation right in a manner that would cause the termination of the above referred to contract prior to December 31, 1954.

As evidence of your understanding and agreement to the above, please indicate your approval of the duplicate copy of this letter in the space provided for signature and return the same to this office.

Yours very truly,
The Atlantic Refining Company
By (Illegible)

Accepted and agreed to:
The Goodyear Tire and Rubber Company, Inc.
By: (Illegible)

Vice President

Attest: (Illegible)

Assistant Secretary

DTC/h

2674

Commission Exhibit No. 126D.

2404

COMMISSION EXHIBIT NO. 126D.

The Atlantic Refining Company

Incorporated 1870

Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

September 15, 1954

Mr. Victor Holt, Jr., Vice-President
The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

Dear Mr. Holt:

The Contract between our respective companies evidenced by letter agreements dated June 1, 1950, April 3, 1951, and July 7, 1954, relating to the promotion and sale of TBA is hereby amended in one and only one particular, namely, from the date hereof until cancelled by either of our respective companies upon 365 days written notice to the other, such contract shall continue in full force and effect.

As evidence of your understanding and agreement to the above, please execute the attached duplicate copy of this letter in the space provided for signature and return the same to this office.

Yours very truly,
The Atlantic Refining Company
By. (Illegible)

Accepted and Agreed to
The Goodyear Tire & Rubber Company, Inc.

By R. S. Wilson, *Vice President*

Attest: W. M. Menter, *Assistant Secretary*

2405 COMMISSION EXHIBIT NO. 127A-H.

May 31, 1950

Atlantic Refining Company—Sales Commission

Sales Commission Plan

The Atlantic Refining Co will be paid a sales commission on net sales by authorized supply points of certain Good-year products to Atlantic Refining Co Independent Dealers, (hereinafter referred to as Atlantic Accounts) as recommended by Atlantic and approved by Goodyear District Manager.

All sales under this plan are sales by an authorized supply point to the Independent Atlantic Account. Billing issued to Atlantic Refining Co covering purchases for "Own Consumption" purposes are not subject to sales commission.

Payment of commission will be made to Atlantic by Akron and will be based on sales reported to Akron by Districts on monthly G-1204 reports.

Establishment of Authorized Supply Points

District Manager will determine supply point for each Atlantic account approved.

Goodyear Districts, Field and Factory Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for these accounts. See Page 1-A for products each class of supply point may deliver.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Atlantic Accounts they serve.

Master Record G-1209

Atlantic Refining Co will prepare G-1209 on each Atlantic account which is to participate under the plan.

All copies of the form should be approved and forwarded by Atlantic to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Atlantic and Goodyear District Manager Goodyear District Office will distribute copies as follows—

Original (white)—District Office File

Duplicate (canary)—Atlantic Refining Company
District Office

Triplicate (pink)—Goodyear Field Representative

Quadruplicate (blue)—Supply Point where a Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise must be clearly marked "applies only to Car and Home Merchandise."

No more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Atlantic account by letter.

Independent dealer supply points should be furnished a list of the Atlantic accounts who will buy from them and on whom we ask them to report.

2407 Credit Policy

All Atlantic Accounts participating under this plan will establish credit with the Goodyear District, Store or Independent Dealer, which has been designated to serve them. Purchases may, of course be made on a cash or COD basis also. Districts must maintain separate B-80 on each COD or cash account.

Price Policy

Approved Atlantic Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales Commission Plan

Sales of the following listed products to approved Atlantic accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farlight Batteries and Battery Cables.

Resolute Batteries.

Goodyear produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors.

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vule-Patch Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farlight Batteries and Battery Cables.

Resolute Batteries.

Goodyear Produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors.

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse.

- (C) When delivery is taken from a Field or Factory Warehouse.

Goodyear Car & Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights.

Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

- (D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Cables.

Resolute Batteries.

Sea-Bee Outboard Motors.

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse.

2409 Products Not Eligible Under Sales Commission Plan

Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G-1204 volume on which commission is to be paid.

Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to

General Electric and Hotpoint Major Appliances

General Electric Radios

Motorola Radios, Aerials and Accessories

Motorola Car Heaters

Anti Freeze

Tire Chains unless delivered by Field Warehouse

All types of Equipment—Battery Chargers, Display Service Station, etc.

Advertising and Sales Promotion items.

Sales Commission Plan

General

All Goodyear shipments will be to the supplying dealer—we will not drop ship to the Atlantic dealer for account of the supplying dealer.

Important—Careful attention under the Independent Dealer Supply Point handling is required to avoid payment to Atlantic of duplicated commissions under the following circumstances.

When an Atlantic account is authorized under this plan, commissions are to be paid only on this Atlantic account's purchases from his supply point. If this authorized account is the supply point for other Atlantic accounts, then sales to such other accounts are not eligible for commission as such would result in our paying commission to Atlantic on the original sale and then paying a second commission on the same merchandise when it was resold to the other Atlantic account.

The instructions outlined above under "Independent Dealer Supply Point", therefore, are applicable only if the dealer supply point is not an oil company approved commission account.

Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G-1209 of specified Atlantic Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will notify

store of change by copy of G-1209. Upon receipt, stores must immediately revise their records.

It is suggested that stores file the visible G-1209 form in their stock ledger binder for ready reference. Stores receiving lists of accounts from their District Manager should order supplies of blank G-1209 forms with which to establish their visible system.

Special Instructions Covering Store Car & Home Supply Points

Only those stores specifically approved by District Manager, (after approval by Akron) may operate as Car & Home Supply Points.

2411 When so approved supply point stores may sell and bill to specified Atlantic accounts any Goodyear Car and Home merchandise stocked at our Field Warehouse and Sea-Bee outboard motors. Brake lining and related merchandise, General Electric and Hotpoint Major appliances, GE Radios and Motorola Radios and Heaters are not involved under this arrangement.

The Atlantic Accounts' buying prices should be either dealer or distributor price net except for cash discount. Quantity shipping allowance will not apply. Annual Bonus will be paid if earned.

Payment of Commission

Akron will pay all commission to Atlantic in connection with this plan. Rates of commission varies by types of Atlantic account, and type of product, therefore it is of the utmost importance that all Atlantic accounts be correctly classified on G-1209 records and also when reported on G-1204 so that the correct amount of commission will be computed by Akron.

Rates of Commission Follow—

(A) Approved Petroleum Jobber or Petroleum Distributor

All Merchandise 7½%

(B) Approved Oil Company Dealer (not Jobber or Distributor)

All Merchandise (except Resolute Battery Volume) 10%

Resolute Battery Volume 7½%

Identified on G-1204 and G-1209 as Oil Company Dealer

Car and Home Merchandise—If account is approved

Car & Home Merchandise Wholesaler 7½%

G-1204—Reports

Volume subject to sales commission must be segregated under the following classifications:

(A) All new tires and tubes including seconds, recaps and repairs, special priced stock, motorcycle, bicycle, truck farm, industrial and wheelbarrow tires and tubes but excluding airplane tires and tubes.

(B) Goodyear batteries including farmlight, battery cables.

(C) Resolute batteries.

(D) Car & Home and other products subject to commission not detailed above.

Commission is payable on the above merchandise only if delivery is made in accordance with schedule in Special Account instructions. Credit memos should be deducted from respective commission volume accumulations.

Recording of Volume for Accounts on District Ledgers**Tire and Tube Volume**

Post bonusable items including credits for experimental Truck Bonus to the B-80D statistical sheet as usual.

Non Bonusable Tire and Tube items such as Motorcycle, Bicycle Tires and Tubes, etc., which are eligible under the sales commission plan are to be posted in miscellaneous column of the B-80D at the time postings are made to the B-80. Post at merchandise net invoice level.

2413 Goodyear Automotive Batteries Including Farmlight

Post Bonusable items to B-80D statistical section in usual manner. On guaranteed accounts postings should be made to the B-80D at the level prior to deduction of guaranteed annual bonus. Show annual bonus allowed as a separate item in a miscellaneous column at top of B-80D. Enter net battery volume on G1204 (Battery Bonus Volume less Annual Bonus).

Resolute Batteries

Resolute volume should be entered on B-80D in appropriate column. This volume must be kept entirely separate from Goodyear Battery volume accumulations.

Car & Home Merchandise & Miscellaneous

Post to B-80D such volume which is subject to sales commission. Enter on B-80D at net invoice price after deduction of all allowances. Include only items specifically designated as applicable for sales commission.

Recording of Volume for Accounts Sold by Stores and Supplying Dealers

Sales of merchandise subject to commission by dealer and store supply points to approved G-1209 accounts is to be entered to B-80D statistical ledger sheet as outlined in Wholesale Field Operating Manual page C-308.

Distribution of G-1204

- Copy #1 and #2—Oil Company District Office
- #3—Statistical Division Sales—Accounting Dept Akron
- #4—District Manager
- #5—District File
- #6—Petroleum Representative

2415 G-1204 Report of Sales—General Instructions

Districts will prepare G-1204 reports monthly covering sales to all accounts under the Oil Company Commission Plan for each Oil Company buying under this plan. Reports are to be mailed no later than 5th of month. Distribution of copies is outlined under Special Account Instructions Pertaining to each Oil Company.

All Oil Companies operating under the commission plan will prepare and submit to Districts G-1204 reports listing thereon accounts within the respective Goodyear District which have been approved to participate under the commission plan.

Where the Oil Company fails to list approved accounts on the G-1204, Districts should list such accounts thereon. Before transferring totals from B-80D. to G-1204 verify account class indicated on G-1204 to classification shown on B-80D.

Once a sale has been made to any account include the accounts sales on each month's G-1204 (even though no sales are made in the current month—in this instance transfer to the G-1204 only year to date totals) until the close of the calendar year provided the account is not deleted by a G-1209 or a change in account classification in the meanwhile.

Delete from detailed G-1204's the account cancelled by

G-1209 removal notices in the month following the month in which cancellation occurs. (This means that the year to date total on the G-1204 for the month following date of deletion of any accounts will exclude all volume for such deleted accounts.)

. When a change in account classification occurs indicate on the G-1204 the date of change immediately after the account class in the period the change takes place and show account on another line on G-1204 under new account classification with purchases on the new basis being reported on the new listing. On the following periods G-1204 delete from year to date totals volume reported under the former classification.

After posting B-80D totals to the G-1204, total the latter report according to classification of accounts and enter current and year to date on the respective lines at the bottom of each page of the G-1204.

After all G-1204's have been totaled make up a separate summary G-1204 for each Oil Company Division or District. Identify each as a summary report.

Prepare the summary reports by sorting G-1204's by Oil Company Division or District Office and run totals thereon of each total block (current and year to date) appearing at the bottom of the G-1204. Transfer respective totals to the body of the summary G-1204. Use separate line for each account classification and identify in account class column as "CHJ", "J" or "D". Show current month or year to date totals.

The summary G-1204 prepared at the end of each current period must include not only active account's volume but also the volume which has been dropped in the current year due to removal of accounts from participation in the Sales Commission Plan or due to change in account classification.

After determining and entering the current periods to-

tals shown on the summary G-1204 a separate listing in the year to date column only the individual accounts 2417 removed that month. Enter removed accounts accumulated volume in the proper product column. Enter on separate lines volume by each account classification and identify in account class column as "CHJ", "J", or "D". On the following month's summary G-1204 shows as a separate listing by proper product and account classification the grand totals of removed accounts per previous month's summary G-1204 and then list thereunder by name and volume the individual accounts removed during the current month. Total summary sheets and carry totals to respective blocks at the bottom of the sheets.

The total of the current months year to date figures and the "Removed Accounts" figures should reflect a grand total of all volume reported year to date for payment of sales commission.

Check all G-1204 figures by adding the summary G-1204 current month's totals to the previous month's summary G-1204 year to date totals.

District Operating Managers will sign summary sheets only. Many instances occur where figures on copies are illegible due to poor figures, worn out carbon paper and off register of forms. The District Operating Manager's signature on summary sheets will be construed to mean that he has inspected each copy of all G-1204 forms for imperfections.

General

- (1) Oil Companies finding it necessary to question the accuracy of G-1204 reports contact the District.

All complaints should be checked out at once and reported back to Oil Company.

If errors are revealed on our part, show the correction on the B-80D and include with volume on the next month's G-1204 in the current month's column ever

though the corrections may involve a period of several months. This treatment applies to any year to date adjustment regardless of the source of correction.

Complaints registered by the Oil Company where store is the supply point should be forwarded to the store for check of store reports. If check by store does not reveal any errors, District should advise Oil Company by store invoice number and amount the volume included on G-1204 and request that they advise the invoice numbers covering any volume not included. Upon receipt of this information from the Oil Company, request the store to verify the claim, advising the District whether or not the additional volume is to be included in the next G-1204 report. District should advise the Oil Company definitely regarding the disposition of all claims.

- (2) Where commission accounts are approved for retroactive handling, a report of sales from the effective date forward should be secured from the approved supply point and all volume so reported is to be shown under current month on B-80D and G-1204.
- (3) It is preferred that G-1204 be typed, however, this is not a hard and fast rule—in the event the report is handwritten be sure all copies of the report are legible and in neat readable handwriting or hand printing.

G-1209 General Instructions.

G-1209 must be prepared on each independent Petroleum Reseller Account participating under an Oil Company Sales Commission Plan.

2419 Instructions peculiar to each Oil Company with respect to the G-1209 and its preparation, distribution and approvals required and other details will be found in Special Account Folder Instructions for the respective Oil Companies.

The G-1209 must be filled in completely as provided on the form. Under "Supply Points" list the supply point or points from which the account will secure its requirements. In spaces opposite caption "Type of Oil Company Ac-

count" check appropriate block. In space opposite caption "Is this Account an Approved Goodyear Car and Home Wholesaler", check "Yes" or "No" whichever is appropriate.

Effective Date for Additions of New Accounts

The Goodyear District Manager will be entirely responsible for the effective date of any new accounts which are to participate in the Commission Plan.

In certain cases retroactive effective dates of the G-1209 may be approved by The Goodyear District Manager. Retroactive approval will become effective the first day of the month designated in such approval.

The number of retroactive approvals should be very limited because there is no reason why a Petroleum Company Account who is eligible to participate in the Commission Plan cannot be signed up by the Petroleum Company Representative at the time and date the account is eligible for participation in the Commission Plan.

Cancellation of or Changes in Approved Accounts

When the change or cancellation is to be made in status of an established account G-1209 will be prepared either by Goodyear or the Oil Company in the same manner as for a new account. Proper spaces on the form should be checked and the effective date shown.

District Manager should approve and submit all copies to Oil Company Office, requesting Oil Company to retain their copy for file and returning remaining approved copies to the District. Where Oil Company institutes changes Oil Company will forward all copies to Goodyear District Manager for completion and approval. Goodyear will distribute in usual manner.

Changes or cancellations must show proper reasons in "Remarks" space.

2421 COMMISSION EXHIBIT NO. 128A-B.

May 10, 1950

TBA SJH

T.B.A. Commission Plan

Mr. F. M. Neall,
Room 1706.

Dear Sir:

With further reference to my letters of April 12th and May 2nd, I have to report that the question of brand selection between Goodyear and U. S. has been discussed with both Mr. Estlow and Mr. Sanborn. Both of these gentlemen welcome the opportunity to test the commission plan in the Newark, New Jersey District, and they have expressed an overwhelming preference for the Goodyear brand. This preference is based on acceptance of Goodyear brand in the Newark District. They even prefer Goodyear over Firestone.

Last week I had an opportunity to discuss Goodyear and Firestone with George Switzer of Shell, and he expressed himself as being definitely in favor of relationship with Goodyear for best results over the long pull.

In considering the relative advantages of Goodyear versus U. S., it is recognized that U. S. has no company stores. However, this apparent advantage is more than offset by their extensive use of distributors inasmuch as their distributors have just as much latitude in the use of price in securing business as is enjoyed by company stores. U. S. favors nationally branded accessories and so does Goodyear. U. S. is following a policy of selective appointment of oil company representation. This is the type of policy that might be expected from those who do not have the business. Nevertheless, U. S. has aggressively solicited oil jobber business and with some reasonable degree of success.

Therefore, whether or not there is any immediate neighborhood competition with our stations in the selling of the same brand of T.B.A. depends on their past, present and future successes in establishing jobber distribution. U. S. is reputed to be the largest tire manufacturer in the world, but a considerable portion of their production is private brand. They are the largest manufacturer of private brand tires. While there is a definite advantage in size, from the standpoint of flexibility there is also the 2423 disadvantage of the larger, and perhaps more important, obligations that this manufacturer will have with private brand contractors. In times of emergency, these may very likely take precedence over the requirements of smaller marketers. This did happen during the recent war and the post war period. U. S. does not have as extensive an accessory line as Goodyear or Firestone. This does not appear to have any important advantage as in reality only those of our dealers who are able, and these will be relatively few, will attempt to merchandise other than automotive items. U. S. is making a considerable effort to sell premium quality merchandise. Goodyear and Firestone have premium lines for sale also. In my opinion, the latter are being a little more realistic about service station merchandising possibilities. It takes the exceptional type of merchant to handle a volume of business on high priced merchandise, and in the service station business we are essentially limited to the everyday-garden-variety type of service station operator.

The information that I have listed in this letter, and also my letters of April 12th and May 2nd, prompts me to recommend that Newark be selected for the third test district of the commission plan and that the Goodyear program be used for this purpose.

Very truly yours,

h

2690

Commission Exhibit No. 129.

2425

COMMISSION EXHIBIT NO. 129.

May 17, 1950

T.B.A. Commission Plan

Mr. D. T. Colley
17 Floor

Mr. Heideman and I again sat down with the Goodyear and U. S. Tire people on the above subject.

After weighing and measuring the offers made by these people and discussing the matter with Messrs. Estlow and Sanborn, we have arrived at the conclusion that Newark would be an excellent place to try out the commission plan with a supplier other than Firestone, and because of the high acceptance of Goodyear in that area, they appear to give us more opportunity to get a better evaluation of the Commission Plan than U. S. All figures we have definitely give Goodyear the advantage over U. S. throughout our entire sales territory.

It is, therefore, our recommendation that we promptly make arrangements with Goodyear to take over the Newark area on a commission basis.

F. M. Neall.

m

cc: Mr. S. J. Heideman

2427 COMMISSION EXHIBIT NO. 130A-G.

June 16, 1950

Goodyear T.B.A. Bulletin #G-1

Accounting

Mr. G. H. Milligan's Letter dated June 6, 1950 subject: "Accounting Procedure in Connection with Goodyear Plan For Sale of T.B.A. Products in the Newark, N. J. District" has been mailed to the personnel concerned.

S. J. Heideman

w

2429

Philadelphia, Pa.

June 6, 1950

SA: FOW

Accounting Procedure in Connection
With Goodyear Plan for Sale of TBA
Products in the Newark, N. J. District

With the adoption of the Goodyear Plan in Newark which has to do with the Company's receiving a commission for sales made by Goodyear to Atlantic Dealers and Distributors, following is the accounting procedure:

A list of all Dealer and Distributor accounts in the Newark territory, including the New York Harbor accounts, has been prepared and it is planned that each of these accounts will be solicited in an effort to have them participate in this plan. As the accounts' acceptance are obtained, the Sales Statistical Section in Philadelphia will be informed by the Newark Office. This information should be communicated by letter or memorandum, stating the following:

1. Name of Proprietor

2. Trade Name
3. Address
4. Type of account—by type of account, we mean either a regular Dealer who purchases for resale on a retail basis or a Distributor who purchases for resale on a wholesale and/or retail basis.
5. Effective Date—this should be the date that the account agrees to participate in the plan.

Goodyear Form G-1204, Report of Purchases from Goodyear by Oil Company Accounts

The Sales Statistical Section in Philadelphia will prepare the above report monthly. This report consists of a listing of the accounts who are to participate in the plan. This form acts as a claim against Goodyear for the purpose of payments of commissions to The Atlantic Refining Company on sales made to Atlantic Account. Detailed procedure covering the use of this form is attached.

Goodyear Form G-1209

After the initial drive has been made, there will be instances where additional Accounts are to be established, removed or changed. When these changes occur, Form G-1209 is to be issued by the Newark District Office. For details pertaining to the use of this form, see attached procedure.

2431

Philadelphia, Pa.

June 6, 1950

Goodyear Form G-1204

Report Of Purchases From Goodyear
By Oil Company Accounts

SA:FOW

Effective

Immediately.

Purpose

To report to the Goodyear Tire and Rubber Company, a list of Dealer and Distributor Accounts who purchase T.B.A. under the Goodyear Plan and for Goodyear to report to Atlantic the sales value of these purchases for statistical purposes and computing amount of commission.

Description

8 $\frac{1}{2}$ " x 13", white, 100 to pad.

Issued By

Philadelphia Region Office, Statistical Section.

Issued When

So that it will be in the Goodyear District Office not later than the 20th of the calendar month.

Number Of Copies

Seven (7).

Distribution Of Copies

First six (6) to Goodyear District Office.

Seventh retained by the Region Office, Statistical Section.

The Goodyear District Office, after the close of the month's business, will complete purchase information on the form and return the original and duplicate copies to Controller's Office Domestic, in Philadelphia, by the fifth

working day of the following month. The duplicate copy will be relayed from Controller's Office Domestic, to the Region Office, Statistical Section.

Retention Period

Two (2) years.

Procedure

A separate set of forms is to be prepared according to each Goodyear District Office.

Name of Oil Company—Show "The Atlantic Refining Company"

2433 Oil Company Division or District Office—Show "Newark"

All other spaces on the upper portions of the form leave blank.

#—Leave blank

Name of Proprietors—Show the proprietor's name

Trade Name—If the Account has a trade name, show it.

Address—Show the billing address of the Account.

Accounts are to be segregated according to classification; that is, all Dealers who resell at retail are to be placed in one group and all of those who are classified as Distributors in a separate group.

Balance of the form is to be left blank at the time it is issued.

Goodyear will report purchases as follows:

1. Goodyear District Warehouses—20th of the month to the 19th of the following month.
2. Goodyear Service Stores—25th of the month to the 24th of the following month.
3. Purchases from Goodyear Dealers—calendar month basis.

The forms, when returned by Goodyear, will indicate in the appropriate columns purchases made by each account. This information will be separated as follows:

- a. New Tires and Tubes
- b. Goodyear Batteries and Cables
- c. Resolute Batteries
- d. C & H Accessories and other Merchandise

This information will be shown for the current and/or fiscal month and cumulative for the year to date.

Upon receipt of the completed report, the G-1204 is to be used for posting to the B-503 statistical card. For this purpose, items b and c may be combined into one total.

After the posting is completed and the G-1204 has served its purpose, it should be sent to the District Manager in the Newark Office.

2435

Philadelphia, Pa.

June 6, 1950

SA: FOW

Goodyear Form G-1209

Effective

Immediately.

Purpose

To report to the Goodyear Tire and Rubber Company, Dealers and Distributors who have agreed to participate in the plan; also, to report Accounts to be removed from the plan and changes in proprietors.

Description

3 1/2" x 7", 4 copies to set—original, white; duplicate, yellow; triplicate, pink; quadruplicate, blue.

Issued By

Atlantic's Newark District Office or Goodyear's District Office.

Issued When

As new Accounts agree to participate or when changes in proprietors occur and when Accounts are to be removed.

Number Of Copies

Four (4).

Distribution Of Copies

When issued by Atlantic District Office, all 4 copies to be forwarded to the Goodyear District Office having jurisdiction over the Account. The yellow copy will be returned to the Atlantic Newark District Office by Goodyear as an indication that they have accepted the Account or have acknowledged the change in proprietors.

When issued by Goodyear, all 4 copies will be forwarded to Atlantic Newark District Office. After approval by Atlantic District Manager, retain the yellow copy and return the other three copies to the Goodyear District Office from which received.

Retention Period

Two (2) years.

Procedure

Goodyear District—Show name of the Goodyear District to which the form is to be sent.

Date Issued—Indicate the date on which the form was issued.

2437 Date Effective—Indicate the effective date of the Account's participation in the plan if a new Account or if the report is one covering change or removal of proprietors, indicate effective date.

Check One

New Acct. Remove Change—Three blocks are provided for the purpose of indicating whether the form covers:

1. New Account

2. An account to be removed from the plan.
3. A change in proprietors.

The appropriate block should be checked. In the event of a change of proprietors, the block headed "Change" should be checked and the form issued to show the name of the new proprietor. In the block headed "Special Instructions" a notation is to be made showing the name of the preceding proprietor.

Oil Company—Show "The Atlantic Refining Company"
Division or District Office—Street & City Address—Show Atlantic's Newark Address.

Oil Company Sales Area—Show the code number of the Salesman's territory to which the Account is assigned.

List Supply Points Below—This is to be left blank at the time the form is issued, but it will be completed by the Goodyear District Office. They will indicate in this portion of the form the supply point or points from which the Account will receive his supplies. After this information is received, the Account should be so informed:

Is this Account an approved Goodyear Car & Home Jobber?—Leave blank.

Type of Oil Account—Indicate class of account by crossing out classification which does not apply.

Approved (Goodyear District Manager)—The form, if accepted, will be approved by the Goodyear District Manager, whose signature will appear on the acknowledgment copy when returned to Atlantic's Newark District Office.

Approved (Oil Co. Representative)—This space should be signed by Atlantic's Newark District Manager, or other person to whom he has delegated the authority, before the forms are sent to the Goodyear District Office.

2698

Commission Exhibit No. 131.

2439 Participating Oil Company Account:—In the space immediately below this caption show the proprietor's name, street address, county, city and state.

Trade Name or Style (If any)—If the Account has a trade style or trade name, show this information in this space.

Goodyear Field Representative—Leave blank.

General

When the acknowledgment copy is received in Atlantic's Newark District Office, a record should be made for the benefit of the Order Clerk so that, in the event he receives orders for Goodyear products from the Account, he will be in a position to relay the information to the appropriate Goodyear supply point. The form should then be forwarded to the Region Office, Statistical Section, so that it may be included on the current G-1204 Claim Form.

2441

COMMISSION EXHIBIT NO. 131.

July 26, 1950

TBA RMT

Battery Charging Equipment

Newark, N. J.

**Mr. W. J. Jackson
Room 1218**

Dear Sir:

Mr. Fred Romer has inquired as to the policy to be followed in the Newark District in suggesting to dealers the equipment to be purchased by them.

Atlantic's recommendation to dealers in the Newark District will be that they purchase all T. B. A., including T. B. A. tools and equipment, from the Goodyear Tire & Rubber Company.

Very truly yours,

T. B. A. Section.

2443

COMMISSION EXHIBIT NO. 132.

August 2, 1950

GN-RB

Messrs. B. M. Boor, Pittsburgh
J. O. Estlow, 12th floor
W. J. Griffiths, Reading
H. H. Ingersoll, Charlotte
H. W. Jollie, Providence
G. V. Ostrander, Syracuse

cc: Messrs. E. R. Cox, Jr., Room 810
S. J. Heideman, 12th floor
C. P. Mumma, Reading
W. W. Pleasants, 17th floor
E. Stanton, 12th floor

Dear Sir:

It has been brought to our attention that there is some departure from policy taking place in the erection of signs in those stations being tested under the Firestone and Goodyear Plans. This policy as written to you on July 19, 1949, is as follows:

"No signs other than Atlantic signs, and this includes decalcomanias and small tack-up signs, may be placed on the buildings, poster boards, fences, supports, or poles, at our Company-owned and operated stations, with the exception of one Lee and one Exide decalcomania on the upper portion of our service station show windows, and one metal Lee sign outside.

With respect to leased stations, this same policy should be brought to the attention of the station manager and he should be shown that if this policy is adhered to, his station will not only be in line with other Atlantic stations, but, in addition, present a more acceptable appearance.

I think it might be well to explain to those who lease our stations that if representatives of any companies tell them that The Atlantic Refining Company has approved their placing their advertising signs at our service stations, it is a completely false statement, and if any changes in the sign policy are made by The Atlantic Refining Company our dealers will be so advised through our salesmen."

I am informed that the Service Station Committee have not recommended any changes to this policy. It seems, therefore, indicate that we should review the activities of Firestone and Goodyear in this connection to bring their signs in line with the above, substituting, of course, their names for the Lee and Exide names. Any desired change should be set forth in recommendation for exception to or alternation in existing policy.

We will be happy to work with you in any way possible in this matter,

Cordially yours,

md

/s/ R. Borden

2445

COMMISSION EXHIBIT NO. 133.

Mr. S. J. Heideman
12th Floor

June 12, 1950

PNJ:EDW

TBA

To all Sales Personnel
Philadelphia & New Jersey Region

There appears to be some misunderstanding in certain territories regarding the Company's policy on T.B.A. sales. Complications of dual marketing with the Firestone Commission Program apparently have brought about this condition.

That there may be no misunderstandings, let it be clearly stated that your Company's interest in T.B.A. was never

higher. Atlantic intends to serve the best interest of the dealer to provide him with the best possible profit. To do this we must always be looking for better methods. The commission plan is an experiment to determine if it is of greater value to dealers than our present method.

It should be noted here that a third district is to be placed on the commission program—Newark, on June 12, with Goodyear as the supplier. This is not an expansion, but part of the original planning of the sales test. The delay in setting up this district was due to the necessary negotiations and preparations.

Our present suppliers are very much part of this sales test. They are fully informed on what we are doing and without exception they have indicated their willingness to increase their cooperation with our Company.

There should be no confusion—the T.B.A. program available in any territory is the one Atlantic recommends for dealer consideration. Future changes, if any, will be made only if they are proven to be to the dealer's advantage.

W

E. D. Walter.

COMMISSION EXHIBIT NO. 134 2703

Figures Enclosed — No preference

Recently you have been introduced to a new plan for the marketing of Tires, Batteries, and Accessories. We know that you are in the best position to judge the advantages of the new and the old plans. Your opinion will be one of the most important factors in the future development of our T.B.A. program.

So that we may get a cross section of dealer opinion, we are asking your cooperation in the completion of the following questionnaire. The response is intentionally anonymous. We want to know your feeling about our program, not your name. Will you therefore please complete the information and without signing this sheet return it in the attached self-addressed stamped envelope. In return for this confidential treatment we would like to make this the unbiased opinions of yourself and your customers.

1. Which complete program do you personally prefer (Check one)

New Plan 56 Old Plan 49 (B)

2. Which plan do you think—

- will give you more sales of
- gives you better delivery of
- gives you the more useful promotional assistance at your station for
- gives you the better general advertising support for your sales of
- will give you the easiest way to satisfy customers when complaints arise on
- has the greater customer acceptance at your station for

TIRE		BATTERY		ACCESSORIES	
Old Plan	New Plan	Old Plan	New Plan	Old Plan	New Plan
49	66	45	48	48	56
50	56	32	49	46	53
51	57	54	50	50	53
32	77	48	57	37	65
72	39	66	40	53	44
43	65	62	40	47	50

3. How do you prefer to buy your T.B.A. needs? (Check each column)

- From Atlantic direct
- From the Tire Company (Store or Distributor)
- From the Automotive Jobber
- Other (List) _____

T	B	A
40	33	33
65	35	26
7	24	39
2	2	2

4. Under the new plan to whom do you look for advice in developing your T.B.A. program? (Check each column)

- Atlantic Salesman
- Tire Company Salesman
- Other (List) _____

T	B	A
52	56	59
40	22	19
5	12	11

To help us complete this kindly return before _____

THANK YOU FOR YOUR COOPERATION. From time to time the Sales Research Section may call for your assistance. In return, we solicit your comments or suggestions on TBA or any other phase of ATLANTIC'S marketing. Just drop a line with pertinent comments to—

THE ATLANTIC REFINING COMPANY
Sales Research Section
P.O. Box 7258, Philadelphia 1, Pa.

COMMISSION EXHIBIT NO. 135A-C.

Commission Plan.

In view of the contemplated adoption of the Commission Plan in one or more Sales Regions, the Chairman reviewed for the Committee steps to be taken in making the transition from Purchase and Resale Plan.

A. Regional Staff Meeting—This initial meeting will acquaint Atlantic's Regional Staff with the Tire Company Regional Staff and also act as the "Kick Off" for the program. It may include District Managers and Sales Supervisors if so desired.

B. District Meeting—This will acquaint Atlantic District Level personnel with Tire Company's District personnel.

1. Tire Company should be given preliminary information at this District Meeting to properly line up their program for conversion of Atlantic outlets.

- (1) List of T.B.A. Dealers to be recommended for the Commission Plan—this list to be split by salesmen's territories.
- (2) Provide a list for the Tire Company showing annual Tires and Batteries and Accessories volume by salesmen's territory.
- (3) Show credit limit for each dealer recommended for the Commission Plan.
- (4) Provide Tire Company with maps outlining salesmen's territory.
- (5) Provide the Tire Company with a list of products by Sales District showing in some detail the approximate amount of Accessory Stocks which will be required to fill the unit requirements of the Atlantic dealers in each District.

(6) List for Tire Company the locations where we feel supply points are required.

(7) Determine effective date for starting Double Teaming activity in each District.

2. Tire Company will make a general presentation of their program reviewing products—policies—organization—advertising and sales promotional programs.

C. Atlantic Salesmen's Meeting With Tire Company Sales Personnel—These future meetings be arranged for at the District Meeting wherever possible. Atlantic and Firestone salesmen when together are to:—

1. Determine course of action and prepare itineraries.

2. Determine suggested supply points.

2451 3. Formulate plans for attendance at District dealer meetings. Such plans must be approved by Atlantic and Firestone Company District Managers. The meetings should be held to a minimum but must assure full coverage of all dealers concerned. The Tire Company conducts these meetings and usually assume the expense.

D. District Managers will mail letters of announcements to all dealers recommended for the Commission Plan, specimen to be provided by T.B.A. Section.

E. District Managers to be provided by Sales Promotion Section with a list of approved identification material and are to be sure that the limitations are observed by the Tire Company.

F. Atlantic salesmen begin solicitation of dealers in company with Tire Company sales personnel. All dealers should be contacted as promptly as possible.

G. Regions or Districts to review existing T.B.A. contracts and/or agreements. T.B.A. Section will submit specimen letter where notification of cancellation is required or specimen of form where release form is to be negotiated.

H. Regions or Districts to sell out to Atlantic dealers

existing stocks of purchased batteries and accessories. Consult T.B.A. Section, if this procedure doesn't liquidate stocks within 60-90 days.

I. Region to review T.B.A. records and reports presently required and recommend discontinuance of those no longer required.

J. Sales Promotion Section and T.B.A. Section also Regions, to establish regular plans for integrating Tire Company's programs with Atlantic Regional Sales plans.

K. Sales Promotion and T.B.A. Section to arrange for revision of the service station Standards of Operation.

L. Regions to establish procedure for Class I service station purchases from Tire Companies with assistance of T.B.A. Section & Purchasing Department.

M. Regions and Districts to arrange for return of all unused signs, stands, merchandises, etc. to previous suppliers after approval has first been received from Supplier through T.B.A. Section.

N. Districts converting to Commission Plan will of a necessity be on dual operation for a period of time; those districts must:—

1. Curtail ordering into warehouse stock at once in anticipation of impending change.
- 2453 2. Cancel open Purchase Orders for material in excess of limited requirements.
3. Institute an intensive campaign to sell out through existing dealers remaining purchased stocks. Special prices are not to be given for inducing purchase of these stocks.

O. Credit Division to notify all concerned of the limitations stated on Atlantic Credit Cards.

P. District Salesmen and other Atlantic personnel should stress with Tire Company personnel and supply points that Atlantic dealer's name and address must show when reporting cash sales transactions—otherwise Atlan-

tic salesman and Districts will not receive credit for such sales.

Q. Regions and Districts to acquaint sales and dealer personnel with the Tire and Battery Adjustment Policies covering outstanding guarantees. T. B. A. Section will supply information on this subject.

Under the Firestone Commission Plan it is necessary that each qualified dealer must be listed on Firestone's form entitled "Change in Oil Company Listing". Only in this manner can the Atlantic dealer be registered with Firestone and Atlantic receive credit under the Commission Plan. This form is submitted to Firestone who will return it to the District Office either approved or disapproved.

The District Office must then list that dealer's name and address on the Firestone form "Report of Oil Company Outlay Purchases". These lists are forwarded each month by the District Office to Firestone District Office in order to claim Commission on products sold. This form will be completed with sales information by Firestone and returned to the District Office with copies to the Regional office. The form may be used for rating salesmen and for obtaining the information to be posted on the B-503 card.

Goodyear has a similar reporting requirement with different form numbers and procedure that is slightly varied from that of Firestone.

2455 COMMISSION EXHIBIT NO. 136A-E.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

S. J. Heideman
Manager

March 21, 1951
TBA SJH

Tires, Batteries and
Accessories Sales

T.B.A. Conversion to
Firestone & Goodyear Programs

Mr. D. T. Colley,
Room 1700.

Dear Sir:

On February 14th, the decision was made to swing over to the Commission Plan of T.B.A. marketing effective March 1st. It was arranged for three regions (Philadelphia-New Jersey, New England and New York) to market the program of the Goodyear Tire and Rubber Company, and the other three (Eastern Pennsylvania, Western Pennsylvania and the South) were to market the program of the Firestone Tire and Rubber Company. The split was largely a matter of regional selection, decided upon by local advantages enjoyed by the respective rubber companies but influenced by Staff determination to have the two rubber companies competing in different localities for an equal share in the development of the Atlantic dealer's T.B.A. business. Although this move was sudden, events leading up to it were developed in an orderly fashion over a period of several years.

The original step consisted of a comparison of our

T.B.A. program with those of other oil marketers. This revealed that there were only two plans in extensive use. These were:

- A. The so-called "private brand" method where the oil company markets tires, batteries and accessories under their own house brand or under a brand name that they own. Secony-Vacuum Oil Company, with their Mobil tire and Mobil battery, is a good example of this plan. Or,
- B. The major rubber companies' complete T.B.A. programs available under the so-called "Commission Plan". An example of this operation is evident with the Texas Company and the Shell Oil Company.

The first plan, although employed by large and successful oil marketers, has its drawbacks. A company that doesn't have national distribution cannot economically and efficiently popularize its T.B.A. products. More important, however, is the increased burdens that must be assumed in sales operations, the increased investment required for molds and for inventories, and the real hazard of commitments made in the face of fluctuating markets. In addition, there is a heavy load on the dealer in creating public acceptance for a new line in a highly competitive field. There is the real threat of reduced sales and profits for the dealer at least during the early stages of such a program.

The second plan employing the major rubber company's brand name on a complete T.B.A. program appeared quite popular among the oil companies, and what is more important, especially popular with oil company dealers. We had access to confidential information from one large oil marketer (Shell) which indicated tremendous success with this type program over a period of several years.

Having established the fact that our T.B.A. program was somewhat unique among oil companies, we then em-

ployed an outside agency to sample opinions of both Atlantic dealers and competitive dealers in our area. The important finding from this survey was that our present program was far from flawless and that there was a great deal of dissatisfaction with it among our dealers. The dealers of other marketers appeared more content with the T.B.A. programs that were available to them.

Last Spring we decided upon a test, and for reasons now obvious, tried the Commission Plan. In arranging for this test, three districts were carefully selected so as to afford a good cross section of our marketing area. The districts selected were Newark, New Jersey; Wilmington, Delaware; and Erie, Pennsylvania. The first district was established on the Goodyear program and the other two on the Firestone program. These test districts were studied carefully from the inception of the new program. Dealers were contacted and asked about their preference and from the outset very favorable reports were received. A secret ballot was circularized by our Sales Research Section in all of the test districts, and again the replies showed a very strong preference for the new major rubber company program. Last, but very important, the sales figures in the test districts month after month showed gains over the previous year that outstripped the gains made in the remainder of the respective regions and also those made in the Marketing Department as a whole.

Last January, upon assurance from the Firestone Tire and Rubber Company that they could provide for our normal requirements, it was decided to broaden the test to at least one entire region in order to secure even more conclusive information. A volunteer was sought among the regions. Four regions indicated that they wanted the new program. Further negotiations were undertaken with both rubber companies so as to insure our supply position for the four regions as well as their complete and full sup-

port for the other two regions in the event that Lee decided that rather than continue to serve only two regions they would prefer to cancel their contract. On February 14th,

Lee elected to cancel their contract effective March 1st.

2459 It will take several months to complete the conversion to the new program. Every effort will be made to sell the dealer on the advantages of the new program so that his ultimate decision will be in favor of it. During the conversion period we will have to dispose of approximately \$425,000 of inventory. Inventory close-outs are always costly, but we feel because of the present market situation that the disposal program will yield us a return closely approximating our acquisition costs.

It will be interesting to review some of the advantages that we enjoy under the Commission Plan. We are relieved of the purchasing function except for our twelve Class I Stations and our own fleet requirements. We do not warehouse or deliver any merchandise; we are not involved in the handling of accounts, such as invoicing or credit and collection work; we do not issue catalogs or price books nor do we have to provide point-of-sale promotional helps. All of these responsibilities as well as sales training help are assumed by the rubber manufacturers. We assist in the selling job as well as in the dealer training and merchandising task, and for this effort receive a commission which varies according to class of account and type of merchandise, but which has been averaging well over 9%.

With Goodyear and Firestone we have the two best known manufacturers of tires; also, the two manufacturers having the greatest public acceptance not only in the United States but all over the world. They are leaders in research and development—in supplying original equipment and in the replacement market. Surveys reveal that between them they enjoy 50% of the renewal tire market. They both have extensive tire lines complete in every detail. They have

recapping service which is an increasingly important service in tire retailing. Their battery lines are good and competitively priced, and their accessory and home supply lines are far more extensive than is necessary to meet the requirements of our average present-day dealer. These broad lines, however, provide a safeguard for our dealer should the supply situation become tighter, and they also provide a growth and development opportunity that is so vital to the improvement of our overall program. These T.B.A. programs are complete, they are exceedingly well merchandised and they are backed up with exceptional dealer training and unparalleled national advertising. We are indeed fortunate in having these two companies competing against one another for a more secure or favorable position with Atlantic. We stand to gain from this arrangement whether we are in a buyer's or seller's market.

We have tried to estimate how our 1950 actual experience on T. B. A. would have compared with the same volume of performance if it were accomplished under the Commission Plan. Our T. B. A. volume excluding the three test districts amounted to seven and a half million dollars. Our gross profit ranging from 20 to 30% on the different products amounted to approximately \$1,664,000. Estimated expenses chargeable to this operation total \$2,071,000. This would indicate a loss of about \$407,000.

2461 Under the new program based on our experience in the test districts, we would have received a commission of approximately \$675,000 to apply against sales expense.

In addition to this favorable comparison, we would have secured much needed warehouse space and delivery facilities that could be used to advantage for our petroleum products. Some of our personnel could have been eliminated but much of it could have been assigned to other jobs where help is urgently needed. Our operational people

would have been free to effect greater improvements and efficiencies in the handling of petroleum where worthwhile savings can still be effected.

It is expected, however, that the greater benefits from the new T. B. A. program will come about through improved services and supply to our dealers, and as a result of their increased sales and profits we will enjoy direct benefits from increased commissions and indirect benefits in better dealer stability.

Very truly yours,

P.S. Attached is report showing development of estimates referred to in body of letter.

2463

1950 Sales Estimate

Based on best information obtainable through C O Domestic

	Tires	Batteries	Accessories	Total
	\$5,300,697	\$1,056,464	\$1,132,168	\$7,489,329
	@20%	@25%	@30%	
Estimated Gr. Profit	\$1,060,139	264,111	339,630	1,663,880
Total Expense	876,153	427,327	767,941	2,071,421
Deficit	+183,986	-163,216	-428,311	407,541

Under The Commission Plan

Estimated Expenses that
Probably can be Eliminated

100% Del. to Whse.	\$ 2,092	\$ 464	\$ 3,200	\$ 5,756
100% Del. to Trade	65,685	15,017	25,368	106,070
100% Whse.	93,240	69,957	105,467	268,664
90% Dist. Acctg.	81,000	40,000	81,000	202,000
50% Direct Expense	8,077	3,273	5,896	17,246
90% Reg. Acct.	140,000	49,000	165,000	354,000
90% Misc. Labor	10,904	5,918	11,389	28,211
100% Credit-Coll.	6,568	1,357	1,456	9,381
50% Selling	91,921	54,644	81,275	227,840
33 1/3% Dist. Adminis.	10,577	5,963	9,315	25,855
33 1/3% Reg. Adminis.	19,722	8,798	15,376	43,896
50% Adv.	12,301	2,608	2,911	17,820
25% Dir. Hdqtrs.	12,128	2,452	2,747	17,327
75% Indirect Hdqtrs.	34,323	16,905	30,397	81,625
Total	\$ 588,538	\$ 276,356	\$ 540,797	\$1,405,691
Est. Commission	\$ 477,063	\$ 95,082	\$ 101,895	\$ 675,000
Est. Chges. to TBA				665,000
Est. Net Profit				\$ 10,000

2465

COMMISSION EXHIBIT NO. 137A-E

Duties of the Dealer Salesman.

I. General Responsibility to the Company

1. Act to the best interest of the Company at all times.
2. Insure proper use and care of Company property, including Company cars.
 - a. Responsible for removal of excess equipment at dealer locations.
 - b. See that dealer performs necessary maintenance functions for which he is responsible.
 - c. Report necessary maintenance and repair work to be done by the Company.
 - d. Make up list of equipment to be painted when required.
 - e. Follow Atlantic operations procedures.
3. Recommend modernization of Company property.
4. Make up "New Construction Report" monthly.
5. Insure insofar as possible the operation of the Company's business in his territory on the most profitable and economical basis.
6. Keep Company Accounts Receivable at minimum, in line with announced credit terms.
 - a. Recommend proper credit limits for dealers.
 - b. Collect delinquent accounts.
7. Responsible for collection of dealer rents, or variations, reporting same on B-540.
8. Make periodic collection of B-30 tickets.
9. Keep himself thoroughly familiar with Company policy insofar as it relates to his assignments.
 - a. Acquaint dealers immediately of any change in Company policy affecting them.

10. Plan daily activity to achieve maximum results.
 - a. Route calls for minimum of driving.

11. Analyze territory to determine where distribution is needed.

- a. Report to manager recommendations for development.

2467

- b. Work out plan to secure this development, concentrating upon large gallonage accounts.

- c. Report to Sales Supervisor or Manager all opportunities to acquire new desirable accounts and any new business opportunities which were rejected.

12. Keep all stations open and operating according to the best possible standards of housekeeping and service to the public.

- a. Make monthly check in evening and early morning on hours of station's operation and lighting.
 - b. Recommend action to assist in maintaining maximum results at any outlet.

13. Not less than once a year, meet with Manager, Sales Supervisor, and Class II dealer to analyze dealer's success or failure.

- a. "Annual Review with Dealers" carried out in all details.

14. Keep dealer adequately stocked with motor oil, T.B.A., and other products sold by Company. Correct over-stock problems by special sales programs, campaigns, etc.

- a. "Unit Control", where used.
 - b. Maintain inventory in accordance with minimum stock standards.
 - c. Keep stock in salable condition.

15. Sell necessary equipment items handled by the Company to insure proper operation of his stations.

16. Be prepared personally to pass tests in all service station procedures, including dealer accounting to the extent determined by management.
17. Keep any employees working under him in harmony.
 - a. Supervise any Class I stations in his territory, where feasible.
18. Keep Price Book, Sales Promotion Catalog, T.B.A. Price Book and Catalog, and equipment catalogs posted currently. Know what the Company is selling and its price.
19. Make all routine and special reports promptly and accurately.
 - a. Maintain record of performance daily to insure he is getting the maximum amount of results.
 - b. Take monthly inventories of any stock on consignment.
 - c. Make "Competitive Activities" report as required and report any changes in it as they are noted.
- 2469 20. Have necessary leases, contracts, and other agreements signed and forwarded promptly.
21. Investigate complaints to Company and follow up as necessary to insure that a fair disposition of the matter has been made.
22. Pass along at Sales meetings knowledge gained from experience that would be helpful to other salesmen, and send to Advertising, Sales Promotion, or other staff activities any observations that may be of value to them.
23. Maintain good relations with the dealer in order to retain present outlets.
24. Make application for State or local permits where applicable.
25. Be familiar with Company safety regulations and

precautions, and see that they are enforced at stations in his territory.

26. Conduct service or other special assignments requested by proper authority.

a. Assist Commercial Salesman on truck lubrication work.

27. Take part in Company—approved industry meetings.

II. Responsibility for Selection of Dealers and other Personnel.

1. Keep the best possible men as dealers in his station and be prepared to recommend any change which would improve the operation of a station.
2. Maintain a constant search for qualified men interested in becoming Atlantic dealers, whose names will be contributed to District Dealer Bank.
3. With the District Manager and/or Sales Supervisor, make dealer selection from available candidates.
4. Keep all stations adequately manned.
 - a. Assist dealer in selecting personnel.

III. Responsibility for Indoctrination and Installation of Dealers

1. Handle details incident to indoctrinating and installing new dealers in accordance with, Dealer Indoctrination Guide, using check list provided in this Guide.

IV. Responsibility for Dealers' Record Keeping

1. Maintain constant check on dealer's accounting practices, accounts receivable, and inventory.
- 2471 2. Analyze dealer's operations from profit and loss standpoint periodically, pointing out existing weaknesses.

- a. See that dealer maintains minimum cash balance.
- b. See that dealer is properly insured.
3. Review dealer's books monthly, especially quota book and sales ratios.
4. Assist dealer in building a mailing list for lubrication follow-up and other promotions.
5. Assist dealer in setting up bonus plan for employees when desirable.

V. Responsibility for Constant Training of Dealers

1. Inject enthusiasm and personality in to station personnel necessary for success.
 - a. Work constantly to build character into Service Station.
2. Urge dealer to train new employees properly.
3. Suggest that dealer take advantage of Service Station School for self and employees.
4. Request assignment of Retail Instructor in all phases of Atlantic Service Station operation. Make sure assignment is productive and objective is reached.
 - a. Use Retail Instructor, where needed, to train and retrain dealer and employees.
 - b. Make certain dealer understands function of instruction and his (dealer's) responsibilities.
5. With approval of Manager, plan and attend small dealer meetings designed to improve the dealer and his business.
6. Educate dealer so that he knows what he is selling and how to sell it.
 - a. Keep dealer informed regarding products, prices, and their application.
7. School new employees and dealers in driveway service, housekeeping, lubrication, and all other

procedures, with the assistance of the Retail Instructor.

a. Aim to have all dealer personnel able to pass at any time tests in driveway service, lubrication, and housekeeping.

8. Instruct new employees and dealers on the proper use of displays, signs, local advertising and other merchandising and sales promotion helps.

2473 a. Keep dealer supplied with current Company advertising and promotional material.

9. Conduct various product and other demonstrations, such as rust corrosion and detergency motor oil tests.

10. Keep dealer abreast of competitive activities and prices—suggest to dealer intelligent course of action.

11. Establish sales objectives and quotas for individual dealers on all products not included and projected in "Annual Review".

a. Arrange monthly goals, special sales, solicitations, campaigns, etc.

12. Inspect each station weekly and list cleaning jobs to be done. Follow up to see that they are done.

a. Assist dealer to set up daily, weekly, and monthly housekeeping schedules.

13. Endeavor to keep physical operation at all of his stations conducted in accordance with Atlantic standards, in regard to hours or operation, illumination, housekeeping, lubrication and rest room equipment, uniforms, merchandising, sales promotion policies, painting, and accounting systems.

14. Insure that Atlantic dealers in his territory maintain the good will of the public at all times.

2475

COMMISSION EXHIBIT NO. 138.

June 25, 1951

TBA SJH

Staff Meeting Report

cc: W. J. Butler, Room 809

Mr. F. M. Neall
Room 1706

Dear Sir:

General

Both the Firestone and Goodyear Station Identification Programs are under way. Goodyear Decals are being applied by an outside agency however their own trucks are erecting signs. Goodyear has begun Station Identification in the Philadelphia-New Jersey Region and plan to start Station Identification in the New York and New England Regions both beginning July 2nd.

Firestone sign trucks are applying decals and erecting the signs in Eastern and Western Pennsylvania. Firestone Identification at Atlantic Stations will not begin in the South until late summer.

Tires

We continue to look for increased supply of tires in the replacement market although to date we have not been given tire allocations for the month of July.

Batteries, Accessories, Anti Freeze, Miscellaneous Refinery Products.

Nothing to report.

Very truly yours,

2477 COMMISSION EXHIBIT NO. 139A-B.

CC: W. J. Butler
Room 809

January 15, 1952

TBA SJH

File: L-4

Staff Meeting Report

Dr. A. B. Hersberger,
Room 1706.

Dear Sir:

General

We have secured agreement from five of the marketing regions to discontinue, effective March 31st, the supporting arrangements that we have with both Goodyear and Firestone on the adjustments of Lee tires and Exide batteries. We had an obligation incurred as a result of product sales effected under the old T. B. A. program to support Atlantic dealers in their adjustments of Lee tires and Exide batteries. An arrangement was worked out with Goodyear and Firestone whereby we shared the cost of this adjustment responsibility. Our cost during the first 9 months of 1951 totalled \$11,000. It is believed that as of March 1st we will have effectively discharged with few exceptions our obligation in this direction. It is intended that special cases, of course, will be given the consideration they deserve.

Tires

The FTC Order, effective April 7th, which places a quantity discount limitation on the sale of tires, single orders of 20,000 pounds, one delivery, will undoubtedly have an effect on the entire pricing structure of the rubber indus-

try. Our suppliers' opinions on this subject are not yet clearly defined. I am still in the process of obtaining information to enable us to better evaluate the measure. The rubber industry is gravely concerned about the order and is seeking, first: an extension of the time limitation in order that the effects of the order can be more fully studied and evaluated, and second: if necessary, they threaten to seek an injunction. The Office of Price Stabilization is meeting with FTC in order to have the benefit of their thinking so that, if necessary, changes can be effected in ceiling price regulations.

The FTC is also studying the commission program that is extended to oil companies by major rubber companies. We should have cost justification information to support our commissions under the existing marketing arrangement. A request for this information, upon management's approval, was placed with C. O. Domestic last fall, but to date we do not have this information. The subject is being pursued with Mr. Long's office,

2479 In order to permit salaried stations to sell tires in competition with dealers, several months ago we asked management's approval to experiment at Class I Stations in Philadelphia with a tire sales arrangement that was based on gross profit attained in monthly transactions rather than on a system of minimum selling prices for new merchandise and maximum trade-in allowances for old merchandise that had previously been obtained. There has not been sufficient experience with the experiment to properly evaluate it, but it definitely fills a competitive need and therefore the activity is being extended into Class I Stations in the New York and New England Regions.

Batteries

The Office of Price Stabilization authorized a price advance in the prices of batteries of from 4 to 6%, effective

January 14th. This action resulted from the recent action of OPS in advancing the ceiling price of lead. There are rumors to the effect that manufacturers will raise the price of batteries about the first of February.

Lead importers are seeking suspension of import duty. This action combined with the recent increase in ceiling price is expected to attract foreign lead in sufficient quantities to satisfy requirements.

Accessories

In order to try and close out the remaining stocks of chains, we are reducing prices on remaining inventory, effective January 14th. New prices are equivalent to 45% below list and will net us approximately a 10% return above our cost price. This, of course, is a close-out move.

Anti-Freeze

Preliminary arrangements completed with National Carbon Company provide for a total of 360,000 gallons of Prestone to be made available to us in the calendar year 1952. This is 36,000 gallons short of the regions' estimated requirements, but 38,000 gallons more than were shipped to us in 1951. Deliveries are to be accepted as follows: 60,000 gallons in the first quarter and the balance of 300,000 gallons in eight equal installments through the months of April to November, inclusive.

Arrangements for our requirements of evaporative type anti-freeze have not been completed, but it appears as though our needs will be well provided for through either National Carbon or U. S. I.

Very truly yours,

2481 . COMMISSION EXHIBIT NO. 140.

The Atlantic Refining Company
Petroleum Products
Hospital Trust Building
Providence 1, R. I.

M. G. Davis
Sales Manager
New England Marketing Region

May 3, 1951

GM:D:TLW

Lee Tires

Mr. S. J. Heideman
Philadelphia, Pa.

Dear Sir:

The Providence Manager for the Lee Tire & Rubber Company, a Mr. Earle, told me today that he understood, effective June 1st, we were not going to accept from our dealers B-139s covering sales of Lee tires and tubes.

This is news to me. Is it true?

Yours very truly,

M. G. Davis

TLW/sc

COMMISSION EXHIBIT NO. 140A.

16148-20

ATLANTIC

FEDERAL TRADE COMMISSION
DOCKET NO. 6486 EXHIBIT NO. 140A

IN THE MATTER OF Goodman & Glatz 1993

DATE 6-24-59 WITNESS _____

~~AGE REPORTING CO., Official Reporter~~

STREET By Hand

TOWN _____ State _____

Received Items Described Below

ITEMS	Quantity	Price Inc'l. Tax	AMOUNT
ATLANTIC White Flash	Gals.		
ATLANTIC Hi-Are	Gals.		
ATLANTIC Avia. Motor Oil	Qts.		
ATLANTIC Motor Oil	Qts.		
Transmission-Differential Service	Pts.		
Lubrication			
		TOTAL	

Liability for the State Tax has been assumed and will be paid as required by law.

State Tax of _____ and Federal Tax of _____
a gallon on Liquid Fuels included in price.

©

2483 10/51

2487 COMMISSION EXHIBIT NO. 141.

May 10, 1951

TBA:WCH

Lee Tires

Mr. M. G. Davis,
Providence, R. I.

Att: Mr. T. L. Walsh

Dear Sir:

Your letter of May 3rd stated you had information that effective June 1st we are not going to accept from our dealers B-139s covering sales of Lee tires and tubes.

This information is not entirely correct. We suggest that the next time you are talking to us on the phone the subject be discussed further.

Very truly yours,

W. C. Hoffman

E

2730

Commission Exhibit No. 142.

2489

COMMISSION EXHIBIT NO. 142.

**The Atlantic Refining Company
Petroleum Products
Hospital Trust Building
Providence 1, R. I.**

**M. G. Davis
Sales Manager
New England Marketing Region**

June 20, 1951

GM:D:TLW

Lee Tires

**Mr. W. C. Hoffman
Philadelphia, Pa.**

Dear Sir:

Your letter of May 10.

This was discussed with you on the telephone and we appreciate the reasoning behind the ruling. However, tires are becoming very plentiful now, and we think that it is time to consider limiting the use of B-139s to Good-year tires.

Yours very truly,

M. G. Davis

TLW/sc

Commission Exhibit No. 143.

2731

2491

COMMISSION EXHIBIT NO. 143

CC: Mr. F. M. Neall
Room 1706

July 9, 1951

TBA SJH

Goodyear & Firestone Programs

Mr. William Stockton,
Room 1605.

Dear Sir:

The time is fast approaching when tires will be in good supply and when we will want every possible effort and attention of the Atlantic dealer focused on the subject programs. I believe, therefore, some consideration should be given to limiting the use of B-139's to the subject's tires. Reasonable time has been allowed for Atlantic dealers to dispose of the stocks of Lee tires which were sold to them by Atlantic.

Will you kindly advise a course of action at your convenience?

Very truly yours,

2732

Commission Exhibit No. 144.

2493

COMMISSION EXHIBIT NO. 144.

The Atlantic Refining Company
Philadelphia, Pa.
SC-WS

November 13, 1951

Goodyear and Firestone Programs

Mr. S. J. Heideman
Room 1210

Dear Mr. Heideman:

The Staff has investigated the proposal which you made to limit the use of Atlantic credit cards to TBA sponsored by Atlantic.

The regions were about evenly divided on the question of adopting this suggestion.

At a meeting of the Staff held on November 12, it was decided to take no action at the present time but to reconsider the question July 1, 1952.

Will you let me have your thoughts about it prior to that date?

Cordially yours,

Wm. Stockton

WS:MRH

2495

COMMISSION EXHIBIT NO. 145.

June 18, 1952

TBA SJH

Credit Card Sales

Mr. William Stockton,
Room 1605.

Dear Sir:

Attached to Mr. Taitt's letter of February 11th were two copies of a list of T. B. A. products and services which we suggested be approved for credit card purchases. On that list, in addition to tires, batteries, anti-freeze, and services, was a lengthy list of items under the heading of "accessories".

In order to cover all of these accessory items without distributing a special list and to express them in terms that dealers and salesmen can readily identify, we feel that our purpose can best be served in the area served by Goodyear through use of the following descriptive terms:

- Department 022, Auto Accessories
- Department 71, Goodyear Fan Belts
- Department 58, Goodyear Molded Hose
- Department 55, Goodyear Radiator Hose
- Department 61, Car Mats
- Department 42, Repair Materials

and in the area served by Firestone, with the following terms:

- Department 3, Auto Supplies
- Department 16, Seat Covers
- Department 50, Spark Plugs & Batteries

While these groupings will include a few more products than appear on the present list, we think that in the inter-

2734

Commission Exhibit No. 145A-D.

est of simplicity it will be just as economical as trying to exclude them.

May we please have your comments on this recommendation?

Very truly yours,

S. J. Heideman

h

2497

COMMISSION EXHIBIT NO. 145A-D.

The Atlantic Refining Company
Philadelphia, Pa.

February 11, 1952

TBA RMT
Credit Card Sales

Mr. William Stockton,
Room 1605.

Dear Sir:

Attached are two copies of a list of T.B.A. products and services which should be approved for credit card purchases.

Very truly yours,

R. M. Taft

h

Enc.

2498 Credit card holders may charge the following T.B.A.

Products and Services obtained at those stations authorized to honor Atlantic Credit Cards:

New and Used Tires and Tubes

Recapped Tires and Recapping Service

Automotive Storage Batteries

Anti-Freeze

Automotive Accessories:

Auto Finish Chemicals:

- (a) Liquid Polish
- (b) Liquid and Paste Wax
- (c) Liquid and Paste Cleaner
- (d) Tar Remover
- (e) White Wall Cleaner
- (f) Tire Paint
- (g) Chrome Cleaner
- (h) Convertible Top Dressing

Auto Compass

Auto Thermometer

Auto Top Carriers

Battery Cables

Battery Trays

Battery Holddowns

Chamois

Cooling System Chemicals

- (a) Cleaner
- (b) Sealer
- (c) Acid and Rust Inhibitor

2499 Curb Finders

Cushions

Defrosting Fans

Exhaust Extensions

Fan Belts

Fender Flaps

Fender Guides

First Aid Kits

Flashlights

Flashlight Lamps and Cells

Floor Mats

Fuses

Gasoline and Radiator Caps

Heater Hose

Horns

Hose Clamps

Household Lubricant

Jacks (Bumper and Axle)

License Plate Frames

Miniature and Sealed Beam Lamps

Miscellaneous Chemicals

(a) Gasoline Anti-Freeze

(b) Brake Fluid

Oil Filter Cartridges

Pedal Pads

Polish Cloths

Pop-Out Lighter Units and Elements

2500 Radiator Hose

Rear Vision Mirrors

Seat Covers

Shock Absorbers

Spark Plugs

Sponges

Sun Visors

Thermostats

Tire Chains

Tire Repair Kits

Tow Chains

Trouble Lights

Vanity Visor Mirrors

Wash Mitts

Wind Deflectors

Windshield Wiper Blades and Arms

Services:

Complete Tire and Battery Service

Accessory (Illegible) Service

(Illegible) Service

Car Polishing Service

2501 COMMISSION EXHIBIT NO. 146A-B.

Staff Meeting Held 7/14/52

4. Credit Card Policy—1953

- a. (1). Issue 1953 Credit Cards to all holders of 1952 cards who purchased in 1952 and have a good credit standing.
- (2). Each region should set up a system so that this plan may be followed annually and where the time period may be shortened to six months if conditions warrant.
- (3). Each region should inquire of government agencies who have not used their 1952 Credit Cards recently of their requirements for 1953 Credit Cards.
- b. (1). Use "perforated" type credit card.
- (2). Mail First Class mail in window envelope.
- (3). Acetate container to be separately enclosed.
- c. (1). All regions to assign permanent Credit Card numbers based on the alpha-numeric system.
- (2). Addressograph Credit Card for annual re-issuance and those issued currently during the year.
- (3). Since c. (1) will change the sorting system, it is advisable that the use of 1953 cards be started early. 1953 Credit Cards should be mailed November 20, 1952.
- (4). Regions should encourage customers and dealers to start using their 1953 Credit Cards when received. Salesmen should be informed of the effect of this change and asked to encourage dealers to follow the suggestions.
- (5). 1953 Credit Cards should be issued to current applicants starting November 1, 1952.

(6). 1952 Credit Cards will cease to be valid after December 31, 1952.

- d. (1). The regions are urged to build up their Credit Card business. The healthy growth in the number of good Credit Card customers is necessary for the development of our Class 2 program.
- (2). Promotion of Credit Cards by use of "lists" has been found to be expensive and non-productive. This method is not to be used. However, where a former competitive dealer takes over an Atlantic Station, Credit Cards may be issued to his former customers subject to credit approval.

- e. (1). Form.

Revise the regular Credit Card as follows:

Under 4 after "Atlantic Petroleum Products" add "delivered into car to the capacity of the fuel tank or crank case only."

The next sentence reads, "Tires, tubes, recapping, batteries and automotive accessories recommended by Atlantic. (Mounting of tires and tubes and installation of batteries and mountable accessories required." Remove the words "Recommended by Atlantic."

No changes are recommended in the Credit Cards issued to government agencies.

2505

COMMISSION EXHIBIT NO. 147.

The Atlantic Refining Company
Annual Report for the year
ending December 31, 1951, dated
March 12, 1952, pp. 12-13.

"Marketing

"Continuing our program to modernize the retail outlets through which Atlantic products are supplied to the motorist, the 250 new or renovated outlets put in service in 1951 permitted the elimination of a number of non-representative locations. This program will be continued in 1952 to the extent that government regulations and material supplies permit.

"A major change in the method of marketing tires, batteries, and accessories was effected during the year. The former system of purchasing, warehousing and reselling items from numerous suppliers was replaced with arrangements with Firestone and Goodyear, whereby their products may be sold and delivered directly to our dealers. Each company services approximately half of our marketing territory, and their extensive distribution facilities permit more rapid delivery to our customers and substantial reductions in our expenses. Furthermore, our dealers and distributors are able to market products backed by national advertising and extensive sales promotion.

2740

Commission Exhibit No. 148.

2506

COMMISSION EXHIBIT NO. 148.

February 27, 1951

TBA HKP

Mr. E. R. Cox, Jr.,
Room 810.

Dear Sir:

We attach two letters which are to be prepared and issued as follows:

Letter dated March 1, 1951, subject: "A Statement of Atlantic's T.B.A. Policy", is to be prepared on Mr. D. T. Colley's letterhead and sent to all Atlantic dealers and distributors.

Letter dated March 1, 1951, subject: "T.B.A. Program" is also to be prepared on Mr. D. T. Colley's letterhead and sent to Regional Managers, Sales Group Managers, Indirect Marketing Supervisors, Wholesale Marketing Supervisors, T.B.A. Coordinators, District Managers, Gasoline Salesmen and T.B.A. Salesmen. To this letter should be attached the letter, entitled, "A Statement of Atlantic's T.B.A. Policy".

Both letters will carry Mr. D. T. Colley's signature and should be of the same date.

It is important that these letters be prepared promptly and mailed as soon as possible.

Very truly yours,

h

Enc.

P.S. Please forward to this office 12 copies of each of the attached letters.

Note: Distribution to Staff Members

2508

COMMISSION EXHIBIT NO. 149.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

Dwight T. Colley
Vice President
General Manager
Domestic Sales

March 1, 1951

T.B.A. Program

Dear Mr.

The attached letter is being mailed to every Atlantic dealer and distributor. The expressed policy must be clearly understood by everyone in the Sales Department and then practiced.

I am sure that the new T.B.A. program which we have carefully selected has so many advantages that it will not be difficult to convince Atlantic dealers and distributors of its superior merit. This job is to be done with the use of all the sales equipment and knowledge that we, or our suppliers, have at our respective commands. I expect the results of our salesmanship to be highly successful.

You can appreciate the fact that under no circumstances are our dealers to be made to feel that they must buy this new program just because they are Atlantic dealers. The sales you make must be made on the merits of the program and your ability to sell the dealer on its advantages to him. Any evidence that coercion or misrepresentation were used in securing acceptance would be most embarrassing to the Company. This program is a challenge to your sales ability. I am confident that you will do a fine selling job.

2742

Commission Exhibit No. 150.

In conclusion, it is my personal belief that the new T.B.A. program, with all its breadth and strength, is the answer to a long felt need of the Sales Department. It is a program which I completely endorse and that everyone in the department can and should firmly support.

Very truly yours,

2510

COMMISSION EXHIBIT NO. 150.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

Dwight T. Colley
Vice President
General Manager
Domestic Sales

March 1, 1951

A Statement Of
Atlantic's T.B.A. Policy

Dear Sir:

The Atlantic Refining Company recognizes the trend of the motoring public to depend more and more upon the modern service station as a source of supply for tires, batteries, and accessories. Therefore, we are interested in making available that TBA line which will meet fully the needs of the public and our dealers, since we feel it will mean increased sales of our petroleum products.

The new TBA plan was adopted after a long and thorough study which had the sole purpose of finding out what sales program would mean the greatest sales and profits to the dealer. We found that the dealer could best serve the interests of the public when he was supplied

through the extensive distribution system of a major tire company.

Our sales organization has been instructed to explain and demonstrate to you the many advantages of the new TBA plan. They will do so with enthusiasm and conviction because they are confident that it will be advantageous for you to accept it. However, your acceptance or rejection of the program is a matter of your own choice.

Atlantic's growth is dependent upon your opportunity and ambition to expand and succeed. We offer this new TBA plan to you because we sincerely believe it will make your sales and profits grow through better TBA service to your customers.

Cordially,

2512 COMMISSION EXHIBIT NO. 151.

March 26, 1951

TBA RMT

A Statement of
Atlantic's T.B.A. Policy

Mr. C. Connell, Manager
Automotive Replacement Sales
Electric Storage Battery Company
19th Street & Allegheny Avenue
Philadelphia 32, Pa.

Dear Mr. Connell:

The attached letter over Mr. D. T. Colley's signature was sent to all Atlantic dealers on March 1st. The typed letter attached was the initial announcement made on our Regional Officers' letterheads. The latter letter was to have been mailed on or about February 20th.

Cordially yours,

R. M. Taitt

2744 *Commission Exhibit No. 153A-B.*

2514 "CX-152 same as CX-59 except that blanks appear instead of Goodyear name"

2516 COMMISSION EXHIBIT NO. 153A-B.

April 5, 1951

TBA RMT

Firestone-Goodyear Warehousing

Memo to Noble Hall

Goodyear Tire & Rubber Company

- A. Goodyear Car & Home Merchandise (Accessories) are warehoused in Philadelphia and in Boston for serving Supplying Dealers in the New England, New York and Philadelphia-New Jersey Regions.
- B. Tires, Tubes, Batteries and Battery Cables are shipped to Supplying Dealers from the Goodyear District Warehouses in New York, New England, Philadelphia-New Jersey Regions. These shipments will be made from the following points:

New York City	N. Y.
Buffalo	N. Y.
Syracuse	N. Y.
Albany	N. Y.
Newark	N. J.
Boston	Mass.
Hartford	Conn.

Goodyear states that if material is available shipment is made 48 hours after their receipt of our order.

Firestone Tire & Rubber Company

- A. Firestone Home & Auto Supply (Accessories and Batteries) are shipped into Eastern, Pa., Western, Pa., and Southern Regions from 3 warehouses located in Akron, Ohio, Philadelphia, Pa., Memphis, Tenn. and Atlanta, Ga.
- B. Tires and Tubes are shipped into Eastern, Pa., Western, Pa., and Southern Regions from the Firestone District warehouses. These are located in

Albany	New York
Baltimore	Maryland
Philadelphia	Pa.
Richmond	Va.
Akron (Service Ohio)	Ohio
Cleveland (Service Ohio)	Ohio
Columbus (Service Ohio)	Ohio
Buffalo	N. Y.
Harrisburg	Pa.
Pittsburgh	Pa.
Atlanta	Ga.
Charlotte	N. Car.
Jacksonville	Fla.
Memphis	Tenn.

Firestone also states that if material is available shipment is made 48 hours after receipt of our orders.

2518 Memo to Noble Hall

It is possible that both of the tire companies may ship full carload orders of tires and tubes from one or more of their tire factories rather than from the District Office.

R. M. Taitt.

2746

Commission Exhibit No. 154.

2520

COMMISSION EXHIBIT NO. 154.

January 18, 1951

1951 New York Region

Sales Plan

**Messrs. F. M. Neall
P. B. Caldwell
S. J. Heideman
J. J. Mulvey
H. B. Stone**

Gentlemen:

The attached booklet sets forth in considerable detail the 1951 sales plan of the New York Region. A copy is being forwarded to you in accordance with Mr. Ostrander's request.

Very truly yours,

R. W. Reed

RWR da

COMMISSION EXHIBIT NO. 155A-H.

2522

1951 Sales Plan

New York Region

Basis

Regional Objectives

- 1—To sell our products in the manner and place to bring the most credit and profit to the Company.**
- 2—To strive toward lower sales and operating costs while improving service to our customers.**
- 3—To make sure our employees are properly trained.**
- 4—To make sure the job and the employee are a good investment on the part of the Company and the Employee.**

2524

COMMISSION EXHIBIT NO. 155A-H.

1951 Sales Plan

New York Region

"The Job to Do"

	1950 Sales	1951 Expected Net Gain	Expected Sales, 1951 Total
I Gasoline			
a) Present Class 2 Outlets	29,032,000	1,589,000	30,621,000
b) Class 2 Outlets, Completed 1950	1,019,000	1,870,000	2,889,000
c) Lessor-Built, Completed 1951*	—	1,118,000	1,118,000
d) ARCO Owned-incl. Metro-1951**	—	5,222,000	5,222,000
e) Class 3 Dealers	12,943,000	395,000	13,338,000
f) New Class 3 Dealers	—	1,611,000	1,611,000
g) Commercial Accounts	10,882,000	803,000	11,685,000
h) New Commercial Accounts	—	1,675,000	1,675,000
i) C.R.S. Farm Gallonage	2,674,000	580,000	3,254,000
j) Present Distributors	27,916,000	1,335,000	29,251,000
k) New Distributors	—	900,000	900,000
l) Commission Distributors	1,687,000	107,000	1,794,000
m) Wholesale Dealers	440,000	(—50,000)	390,000
Total	86,593,000	17,155,000	103,748,000

* 25 new service stations—3,066,000 justification gallons

** 70 new service stations—10,063,000 justification gallons

2526

VI Tires, Units, Wholesale

a) Class 2 Business—1 Unit per 1000 gallons	39,850
b) Class 3 Business—1 Unit per 2000 gallons	7,475
c) Class 4 Business—1 Unit per 4000 gallons	3,340
d) Class 6 Business—1 Unit per 6000 gallons	6,388*
Total	57,053

* For quota purposes Commission Distributors are included in Class 6.

1951 Sales Plan
New York Region

	Total Expected Sales, 1951
VII Batteries, Units, Wholesale	
a) Class 2 Business—1 Unit per 3000 gallons	13,283
b) Class 3 Business—1 Unit per 6000 gallons	2,491
c) Class 4 Business—1 Unit per 9000 gallons	1,483
d) Class 6 Business—1 Unit per 12000 gallons	2,663*
Total	19,920
VIII Accessories, Dollars, Wholesale	
a) Class 2 Business—\$9.00 per 1000 gallons	\$358,650
b) Class 3 Business—\$6.00 per 1000 gallons	89,694
c) Class 4 Business—\$2.00 per 1000 gallons	26,720
d) Class 6 Business—\$5.00 per 1000 gallons	159,730*
Total	\$634,794

* For quota purposes Commission Distributors are included in Class 6.

2530 The plan represents an agreed upon attainable objective. Certain things, as set forth below, must be enthusiastically planned in detail and carefully coordinated between Regional and District Management.

I. Salesmen

- A. Keep assignment free of complication. Spell out and mutually agree on his work plan and objectives. Work the plan.
- B. Determine training he needs and work with the Regional and Headquarters' Departments to see that training needs are realized.
- C. Semi-annual review of results between salesman and Manager followed by confirming letter copy to Regional Manager.

- D. Issuance of current Commercial Sales Bulletins.
- E. Sales Expansion in each territory is essential to our plan. Normal growth, no losses, is our 1951 aim.

II. Retail Instructors

- A. Expand training beyond mechanics of Red, White & Blue course to include Product, Merchandising, Display.
- B. Special Retail Instructor meetings as scheduled by Regional Office to discuss common problems.
- C. Complete agreement on overall objective before assignment to location. Salesman to be with Instructor at least at start of assignment.
- D. Use Four Step Method of Instruction.
- E. Implement the DPA Case Plan.

III. Class 2 Dealers

- A. Event openings to be a part of each new station going on stream, modelization, modernization and changeover as well as stimulation events to lift the level at "sick" stations.
 - B. Continue and accelerate Service Station Modelization until stations conform with "Standard of Operation" so far as physical conditions permit. Attached is current policy governing program.
 - C. Maintain Dealer Bank. Alert personnel for desirable dealers and dealer employees in every day pursuits. Conduct dealer selection and indoctrination as agreed upon.
- 2532 D. Continue to improve Dealer Annual Review. Search for better ways to improve our dealer relationship and increase receptivity to our ideas.
- E. Provide and maintain training facilities for dealers and their employees.

- F. Report dealer progress on quarterly report form provided.
- G. Full participation in 1951 Shopping Program.
- H. Carry out Approved Lubrication Program including every dealer employee.
- I. Replace dealers keeping us from attainment of objectives.
- J. Develop more intensive use of our merchandising aids.

IV. Class 3 Dealers

- A. Continue agreed upon program for elimination of unprofitable and non-promotable dealers not a credit to Atlantic. Continue Manager supervision of prospect list and solicitation technique to acquire the kind of dealers fitting our program.
- B. No change in present formula for acquiring dealers.
- C. Promote use of term "Atlantic Dealer Franchise" and its value.

V. Commercial Accounts

- A. Factual reports from field will be basis for our competitive sales policy.

VI. Farm Program

- A. Activate 5 new routes to supplement present 16 established routes.
- B. Minimum of 3 C.R.S. meetings in each district.
- C. Annual C.R.S. review with letter of confirmation.
- D. Expand training.
- E. C.R.S. furnish semi-monthly explanatory report listing accounts gained and lost.

VII. Distributors

- A. Continue present policy of interesting ourselves in any distributor with whom we can do business

at a profit and of whom we need not be ashamed, providing no confliction with direct marketing exists or results.

- 2534 B. Intensified field direction of wholesale salesmen, scheduled meetings for planning and activity review.

VIII. Heating Oils

- A. Concentrate on direct marketing development with use of burner service exploration, Heat Insurance Plan, tank cleaning.
- B. Define areas for wholesale dealer development in Metropolitan areas for Range Oil.
- C. Promote and expand through C.R.S. with well defined training program.
- D. Define potential and supervise solicitation of Bulk Consumer and Industrial business.
- E. Obtain desirable distributors who will creditably promote our product.

IX. Technical Products

- A. Solicitation at present concentrated on truck and carload buyers for direct shipment.
- B. Supervisor to work with and through managers to afford salesmen opportunity to develop selected territory accounts. Double-team with salesmen.

X. T. B. A. Program

- A. Established goals are attainable, being based on actual experience with consideration for reasonable gain and proposed new construction.
- B. Follow new accepted formula covering all classes of trade to determine that salesmen are developing this market in all departments.
- C. Promote coordinator's plan for effective Field Assistance.

XI. Sales Meetings for 1951

- A. Managers Meetings as necessary.
- B. District Meetings monthly per agreed schedule—
2nd full week of each month.
- C. Regional plan for small group dealer meetings
as programmed for specific problems and objectives.

2536 XII. Training

Training will have an important share of staff and District Management time.

XIII. Credit Policy

Our credit policy will aid not hinder in the acquisition of desirable business if necessary field cooperation is insisted upon.

Conclusion

Our goals are ambitious but realistic and attainable, and all of us have had a part in setting them.

Our results will reflect how well we follow the pattern of our own making.

2538

COMMISSION EXHIBIT NO. 155-I.

Appendix C

1951 Sales Plan
New York Region
T.B.A. Quotas

Balanced Selling Formula (Class 2 Outlets)

Retail—

Tires	\$22.00 per 1000 gallons or 1 unit*
Batteries	\$ 7.75 per 1000 gallons or $\frac{1}{3}$ unit*
Accessories	\$13.50 per 1000 gallons

Wholesale—

Tires	\$16.00 per 1000 gallons or 1 unit*
Batteries	\$ 5.00 per 1000 gallons or $\frac{1}{3}$ unit*
Accessories	\$ 9.00 per 1000 gallons

*Truck Tires regardless of size are valued at 3 units each.

T.B.A. Quotas per Class of Salesman

Dealer Salesmen—

Balanced selling formula for Class 2 Outlets at
wholesale level as indicated above.

General Salesmen—

Based on gasoline sales by Class of Trade as
indicated on Page 4.

Commercial Salesmen—

Tires	1 unit per 4000 gallons
Batteries	1 unit per 9000 gallons
Accessories	\$2.00 per 1000 gallons

Wholesale Salesmen—

Tires	1 unit per 5000 gallons
Batteries	1 unit per 12000 gallons
Accessories	\$5.00 per 1000 gallons

2754

Commission Exhibit No. 155J-K.

2539

COMMISSION EXHIBIT NO. 155J-K.

Appendix D

1951 Sales Plan—Report of Progress

I. Gasoline	Cur- rent 1951 Plan Month	Cum- % of ulative Plan
a) Present Class 2 Outlets b) Class 2 Outlets, Comp. 1950 c) Lessor-Built, Comp. 1951 d) ARCO Owned-incl. Metro. 1951 e) Class 3 Dealers f) New Class 3 Dealers g) Commercial Accounts h) New Commercial Accounts i) C.R.S. Farm Gallonage j) Present Distributors k) New Distributor Gallonage l) Commission Distributors m) Wholesale Dealers Total		
II. Motor Oil		
a) All Direct Marketing—ratio 1-50 1) Class 2 Outlets Only (supplemental) b) All Wholesale Marketing—ratio 1-75 Total		
III. Kerosene		
a) Direct Marketing b) Wholesale Dealer c) Distributor d) Bulk Consumer Total		

2540

Appendix D (Cont'd)

1951 Sales Plan—Report of Progress

IV. Furnace Oil	1951 Plan	Current Month	Cum- ulative % of Plan
a) Direct Marketing			
b) Wholesale Dealer			
c) Distributor			
d) Bulk Consumer			
Total			
V. Residual Oils			
a) #5			
b) #6			
Total			
VI. Tires, Units, Wholesale			
a) Class 2 Business			
b) Class 3 Business			
c) Class 4 Business			
d) Class 6 Business			
Total			
VII. Batteries, Units Wholesale			
a) Class 2 Business			
b) Class 3 Business			
c) Class 4 Business			
d) Class 6 Business			
Total			
VIII. Accessories, Dollars, Wholesale			
a) Class 2 Business			
b) Class 3 Business			
c) Class 4 Business			
d) Class 6 Business			
Total			
IX. (Illegible.)			

2756

Commission Exhibit No. 155L.

2541

COMMISSION EXHIBIT NO. 155L.

Appendix E

Salesman

Date

Salesman's Quarterly Report on

	Location	
	Driveway Service	Lubrication
Dealer%%
Employee%%
Employee%%
Employee%%
Employee%%
Employee%%
Station Housekeeping%%
	Hours of Operation	AM to .....PM
Restrooms .....	.....%	Last Quarter
(if less than 85%, why?		.....AM to .....PM
(use remarks)		
Atlantic Dealer Uniforms	Yes—No—Other	
Does Dealer Have Mailing List	Yes—No—Uses it effectively?	Yes—No
Does Dealer Have Follow-up System?	Yes—No—Uses it effectively?	Yes—No
Does Dealer Use Atlantic Window Displays	Yes—No	
How Do You Rate Dealer's Displays?	Driveway	Inside
Does Dealer Actually Solicit in His Neighborhood?%%
By What Method(s)	Yes—No	
Does Dealer Advertise in any Way?	Yes—No	
What Kind?	.....
Is Dealer in Good Financial Position to Carry on the Business?	Yes—No	
Do We Enjoy a Complete Return of Rent Due?	Yes—No	
Is Dealer Approved for Lubrication?	Yes—No	Date.....
Considering a "Model" Service Station and Dealer as 100%, how do you rate 1) this service station%	
2) this dealer%	
What is posted pump price (incl. taxes)?.....		
What are nearest competitors prices same date (at least 3) Brand.....		
.....		
.....		

2542

COMMISSION EXHIBIT NO. 155-M.

Summary of Results

Share of the Market Objective for 1951 gals.

Gasoline Sales—Previous Quarter by Months

.....	.....	Gallons
.....	.....	Gallons
.....	.....	Gallons
Total	.....	Gallons

S. O. M. Objective

Same Quarter

..... Gallons

Percent of

Accomplishment %

Remarks:

(Attach rating sheets to district office copy)

(To be completed in District Office from B-540)

Motor Oil Ratio (par 20-1000)

Lubrication Ratio (par 10-1000)

Tires (Par \$22.00/1000)

Batteries (Par \$7.75/1000)

Accessories (\$13.50/1000)

Washing (\$8.00/1000)

Service & Labor (\$10.00/1000)

Station Modelization Policy

It has become necessary to firm up our policy covering the Modelization Program so that all Districts will operate on a uniform basis. The following policy becomes effective immediately:

(1) The program must have the combined efforts of the Sales and Operations Groups, with the former determining, after the survey of the station is made, what is needed to modelize the station within the limits of its physical appointments.

Operations will supply the estimated cost and, if approved, make the necessary physical changes at the same time the station is being modelized. Modelization is to include a study of the dealer's lubrication equipment, rest-room facilities, and both interior and exterior lighting.

No physical changes are to be made without the sanction of the Operations Department, and in any event, changes of a structural nature are to be avoided in unusual cases.

The Modelization Program must have the approval of all interested departments; therefore, salesmen should be cautioned to make no firm commitments until these approvals have been secured.

(2) Shelving—Dealers will purchase, and Atlantic will install any, of the currently recommended Murlin display shelving anywhere within the station.

(3) Lubrication Equipment—The dealer can buy under our current financing policy, any of the approved lubrication or Allied equipment through Atlantic, and we will install and maintain for the period of the manufacturer's guarantee. The Dealer may buy equipment from outside sources, but he will arrange for its installation and main-

tenance, only after the approval of our Operations Department.

(4) Washing Facilities—We will furnish and install the pipe for our currently recommended drop-hose installation, which is to be considered a part of the modelization package. The Dealer will pay for the hoses and nozzles and replace them as needed.

(5) Lighting—The Operations Department will inspect the lighting facilities, both inside and out, and make their recommendations in line with our present approved Lighting Installation Program, the cost both inside and out to be borne by Atlantic.

January 5, 1951

2545

COMMISSION EXHIBIT NO. 157.

February 21, 1951

TBA HKP

Goodyear Commission Plan 1951 Sales Plan

Mr. G. V. Ostrander,
Syracuse, New York.

Dear Sir:

With the change in T. B. A. program in the New York Region to that of Goodyear, we would like to point out certain changes which appear necessary in your 1951 Sales Plan as far as T. B. A. is concerned:

On page 3, tire quotas have been established in units. Such information will not be available from Goodyear as your sales report will be in dollars.

On page 4, a unit objective has been established. Information on this line will also be in dollars and will not be provided in units.

Page 7—there are probably some changes which should be made in the points established under the T. B. A. Program.

In appendices 1a, 2a and 2c, district quotas would have to be changed in line with the above information. Appendix D, the report and review form, would also require some change in treatment.

These suggestions are offered for your information and with the thought that this change to the Goodyear program need not necessarily cause any interruption in your entire 1951 Sales Plan.

Very truly yours,

h

2547

COMMISSION EXHIBIT NO. 158.

January 26, 1951

PNJ:JOE

Proposed T. B. A. Program

Mr. S. J. Heideman
12th Floor.

This is to confirm to you our desire to inaugurate the Goodyear program for T. B. A. in the Philadelphia-New Jersey Region, which we discussed following our meeting with Mr. Colley today.

The following points have been considered in arriving at our final position. We look favorably upon the Goodyear program for these reasons:

- (1) Higher volume
- (2) Better profit
- (3) Lower operating cost (warehouse, delivery, etc.)
- (4) Completed Key Dealer Study shows better financial return to A. R. Co. but, we assume, lower volume.

- (5) Better dealer and consumer product acceptance. With this program we could retain key dealers—thus maintaining volume on T. B. A. and petroleum products.
- (6) Successful record on Goodyear in the Newark District
- (7) Relationship with Goodyear is good; fine support in field and full supervisory cooperation.
- (8) More selling time for salesmen on petroleum products and merchandising

It is also our belief that sufficient expression of opinion has been reported to make any brand preference survey with the dealers unnecessary. We further feel that with the Goodyear program in its embryonic state of development, we might be unwisely stirring up our dealer and sales organization were we to attempt a brand preference survey at this time.

CC: Mr. E. D. Walter

2549

COMMISSION EXHIBIT NO. 159.

CC: Messrs. J. O. Estlow, Chairman, Service Station Committee

Richard Borden

E. R. Cox, Jr.

March 28, 1951

TBA SJH

Goodyear Program Service Station Identification

Mr. S. A. Gaylord, Manager,
Petroleum Company Sales,
Goodyear Tire & Rubber Company,
Akron 16, Ohio.

Dear Mr. Gaylord:

You will be pleased to learn that the Service Station Committee has approved the use of the Goodyear transparencies that were presented by Mr. Fritsch, and also approved the use of the hanging sign at such locations where the installation would be practical. I am passing this information along to you promptly so that you can order the transparencies which will require some time to produce. For your guidance in ordering the transparencies, we list the following information:

Region	Active T.B.A. Dealers	Class 2* Dealers
New England	690	415
New York	400	194
Philadelphia	1300	353

The horizontal wall sign has been approved as an alternate for the hanging sign when the preferred type of installation cannot be employed. Will you arrange to reserve sufficient quantities of both types of signs so that

when the identification program finally gets under way it will not be delayed for lack of them.

It would also be appreciated if you will recommend and submit to us a format complete with detailed directions that Goodyear and Atlantic can mutually agree upon as the identification program.

Cordially yours,

S. J. Heideman

h

* Totals under Active T. B. A. Dealers include Class 2 Dealers.

2551

COMMISSION EXHIBIT NO. 160A-Y.

The Atlantic Refining Company
Philadelphia, Pa.

June 5, 1951

PNJ:WJJ

Goodyear Program Station Identification

Mr. W. C. Hoffman
12th

In answer to your letter of May 29 under the captioned subject:

Attached please find a list of the dealers in the Philadelphia-Suburban-South Jersey Districts who have signed Associate Dealer Contracts and whose stations are to be identified as Atlantic-Goodyear stations.

/s/ W. J. Jackson
W. J. Jackson

6/7 Original list given to J. O'Neill.

I

att: 3 copies

2553 Phila & Suburban

Territory	7-G	10
	22-G	23
	20-D	20
	11-CD	2
	6-CD	2
	21-D	23
	3-D	23
	5-D	24
	1-G	21
	10-D	19
	4-D	19
	9-G	36
	23-D	23
	25-D	20
	26-CD	5
	24-D	20
	2-G	57
	8-D	14
		—
		361 Total
		208
		—
		569

New Jersey

	50-D	28
	55-6-55-D	64
	52-D	27
	54-D	20
	57-CD	1
	53-D	21
	51-D	21
	56-56-D	26
		—
		208 Total

2555

Goodyear Associate Dealers

Phila. & Suburban Dist.

Territory 7-G

Charles Schultz, York & Street Road, Warminster, Pa.

J. W. Stevens, 108 S. Keswick Ave., Glenside, Pa.

W. H. Weiss, Keswick & Paxson Ave., Glenside, Pa.

M. Serdikoff, 149 W. Chew Ave., Phila.

Eppy's, 8th & Wyoming Ave., Phila.

H. E. Neger, 200 W. Rosemar St., Phila.

Butler & Flacco, 209 Leedom St., Jenkintown, Pa.

G. I. Service Station, Maple Glen (near Ambler on Limekiln Pike)

W. & J. Lewis, Doylestown & Gilpin, Willow Grove, Pa.

L. C. Finney, Buck Road, Holland, Pa.

Territory 22-D

L. Curcio, S. W. Cor. Belmont & Levering Mill Rd., Bala Cynwyd, Pa.

Al DeCurtis, City Line & Conshohocken State Road, Bala, Pa.

E. Donley, Swede & Markley Sts., Norristown, Pa.

J. Eby, 925 Montgomery Ave., Narberth, Pa.

A. Fachiano, Belmont & Jefferson Sts., Phila.

K. Fink, 2nd & DeKalb Sts., Bridgeport, Pa.

A. Fritsch, Woodside & Montgomery Aves., Ardmore, Pa.

J. Nemetz, City Line & Oakland Terrace, Bala, Pa.

N. O'Brien, Fayette & North Lane, Conshohocken, Pa.

C. C. Ross, Montgomery & Old Lancaster Pike, Merion, Pa.

C. C. Ross, Montgomery Pike & Levering Mill Road, Cynwyd, Pa.

M. Surderski, 17 E. Lafayette St., Norristown, Pa.

R. Wood, Main & Haws Sts., Norristown, Pa.

W. Bean, Main & Forrest Sts., Jeffersonville, Pa.

2557 A. Cummins, Montgomery & DeKalb Sts., King of Prussia, Pa.

C. Danella, 700 Main St., Norristown, Pa.

C. Gambone, Main & Green Sts., Norristown, Pa.

J. Harrington, U. S. Route # 23, Valley Forge, Pa.

W. Moosland, Germantown & DeKalb Pike, Norristown, Pa.

T. McGuigan, Ridge & Butler, Harmonville, Pa.

J. Muskovic, Arch Street, Trooper, Pa. (Rt. 422)

Shaw & Heavner, Jeffersonville, Pa.

Dan's Service, Germantown Ave. & Plymouth, Norristown, Pa.

Territory 20-D

D. A. Carney, Oxford & Pine Road, Fox Chase, Pa.

R. Earnhart, Penn & 2nd Street Pike, Rockledge, Pa.

Leedom's S. S., Street Road & 2nd Street Pike, Southampton, Pa.

Joseph Groner, Super Highway & Highland, Parkland, Pa.

Harvey Furness, 150 South Main St., Yardley, Pa.

Louis Huber, York & Moreland, Hatboro, Pa.

John Black, 2nd Street Pike, Bethayres, Pa. (NEC Huntingdon Pike & Bethayres Road)

Frank Norman, Easton & Laurel Aves., Horsham, Pa.

Thomas Campion (York Rd. S. S.) 481 York Road, Jenkintown, Pa.

Robert Fallows, Moreland & York, Willow Grove, Pa.

Richard Keyser, York & Guernsey, Abington, Pa.

Joseph Malee, Bethlehem Pike & Wissahickon Ave., Flourtown, Pa.

Wm. Ward, Bethlehem Pike & Valley Green Road, Flourtown, Pa.

Robert Kelly; Bethlehem Pike & Township Road, Fort Washington, Pa.

Russell Tompkins, Butler & Lindenwold, Ambler, Pa.

Frank McDougall, 242 S. Easton Road, Glenside, Pa.

David White, Jenkintown & Easton Road, Glenside, Pa.

John Dieterly, Mt. Carmel Ave., North Hills, Pa.

Frank Moran, Limekiln Pike, North Hills, Pa.

Mile Smith, Easton & Bradfield, Roslyn, Pa.

2559 Territory 11-CD

Guy Hayden Motors, 912 Broad St., Phila.

Frankford Sales, 4800 Frankford Ave., Phila.

Territory 6-CD

A. Ahen, 13 W. Highland Ave., Chestnut Hill, Pa.

O'Connell Motors, 6715 Ridge Ave., Roxboro, Pa.

Territory 21-D

Thomas Beale, 8101 Ridge Ave., Phila.

John Bean, Lincoln Drive & Mt. Pleasant Ave., Phila.

Wm. Bean, Cheltenham Ave. & Pittville, Phila.

Tom Connolly, Ogontz & Wyncote Ave., Phila.

Roy Craven, Germantown Pike & Church Road, Barren Hill, Pa.

M. Craig, Rising Sun & Lardner Sts., Phila.

W. Crowley, Germantown & Evergreen Aves., Phila.

Harry Doak, 5th & Godfrey Ave., Phila.

Bill Driskill, Germantown Ave. & Roumfort Road, Phila.

F. C. Glenn, McCallum & Enet Sts., Phila.

C. P. Gravelle, Cheltenham Ave. & Easton Road, Phila.

J. Wayne Johnson, Washington Lane & Ogontz Ave., Phila.

George Kreider, Township Line & Cadwallader, Elkins Park, Pa.

Howard Laessig, Cheltenham, Stenton & Gratz, Phila.
Wm. Milsop, Haines St. & Stenton Ave., Phila.
Roy Morton, Rising Sun & Godfrey Ave., Phila.
John McElderry, York Road & City Line, Melrose
Park, Pa.

I. E. Richman, Cheltenham Ave. & Oak Lane Road,
Melrose Park, Pa.

George Schofield, 6201 Ridge Ave., Phila.

George Stevenson, Beechwood St. & Wyncote Ave.,
Phila.

Jos. Sullivan, 6101 Ridge Ave., Phila.

Joe Sullivan, Ridge Ave. & Shawmont Ave., Phila.

Max Weiner, 68th Ave. & York Road, Phila.

2561 Territory 3-D All in Philadelphia

Bob Senior, Belgrade & Aramingo Sts., Phila.

Tom Hanna, Front & Coral Sts.

John Hansen, Germantown & Girard Aves.

Sam Mullineaux, Glenwood Ave. & Cambria St.

M. J. McIntyre, Belgrade & Frankford Ave.

Charles Heinach, 9th & Germantown Ave.

Ed O'Brien, 2nd & Huntingdon Sts.

Norris Warren, 12th & Diamond Sts.

John Marsh, 21st & Ridge Avenue

Ed Ringenary, 5th & Spring Garden Sts.

Stan Goesswein, 10th & Ridge Ave.

Rip's Service Station, Delaware & Beach

Ben Lerner, 2034 Market Street

Russ Miller, 12th & Vine Sts.

Stan Shumoski, 2nd & Christian Sts.

P. & R. Service, 18th & Dickinson Sts.

Paul DiCicco, 26th & Snyder Avenue

Angelo Costello, Passyunk & Tasker

Louis Halod, 22nd & Bainbridge

Bob Moreland, Passyunk & Christian

Ed Jones, 23rd & South

Atlantic Auto, 12th & Porter Sts.

Bob Ritchie, 5th & Germantown Ave.

2563 Territory 5-D All in Philadelphia

Frank Bradfield, Frankford & Tyson

Carroll Brothers, 3001 N. 2nd St.

George's S. S., 3301 Princeton Avenue

Syd Gros, Frankford & Robbins

J. Guning, Oxford Pike & Penn St.

Pat Healy, Frankford & Devereaux

J. G. Hinderer, Torresdale & Levick

T. A. Kennedy, Roosevelt & Cottman

R. B. Lloyd, Kensington Ave. & Sedgley

Marianni Auto Service, Tulip & Ontario Sts.

A. Morongo, Frankford Ave. & Tyson St. (S. W. Cor.)

J. Nowell, Fishers & Mascher Sts.

Wm. & Geo. Pinkerton, "D" & Erie Ave.

Randy's S. S., Unity & Wingohocking Sts.

Reardon, Roosevelt Blvd. & Levick St.

Rubin, B., Oxford Pike & Foulkrod St.

F. Schlupp, Frontth & Loudon Sts.

Tioga Service Center, "B" & Tioga Sts.

Tom's Service Station, Griscom & Orthodox Sts.

Joe Walls, Frankford & Torresdale Aves.

Al Weiner, Roosevelt Blvd. & Adams Ave.

F. Zabielski, Torresdale & Kennedy

A. Zabielski, Bridge & Thompson Sts.

A. Zabielski, 2nd & Erie Avenue

2565 Territory 1-G (All in Philadelphia)

Alger's Service Station, 857 N. Corinthian Ave.

Al's Garage, 1939 S. 17th St.

Apex Garage, 212 N. Juniper St.

Atlantic Motors, 2435 Passyunk Ave.

Bernie's Service, Randolph & Oregon Ave.

Brown's Garage, 1011 Race St.

John Calhoun, 2525 Moore St.

Center City Garage, 2031 Lombard St.
Frank's Service Station, 22nd & Ritner St.
Max Goldstein, 732 South Street
J. & H. Auto, 132 N. 3rd St.
John Keglee, Front & Moore Sts.
Lover's Tire Shop, 2023 Christian St.
Leo's Service Station, 2325 Pennsylvania Blvd.
Howard Miller, 3321 Frankford Ave.
Morrone's Service Station, 1722 Ridge Avenue
Quaker City Garage, 939 Race St.
Harry Rambo, 2842 Dickinson St.
Segal & Son, 21st & Fitzwater St.
Walter Smith, 24th & Reed
Sylvania Auto, 1946 McKean Street

Territory 10-D

A. J. Breslin, Markoe & Chestnut Sts.
Casco Auto Service, 70th & Kingsessing Ave.
Harry Croker, 3842 Lancaster Ave.
V. D'Ascenso, 49th & Lancaster Ave.
J. Dreger, 68th & Woodland Ave.
Roy Duster, 5317 Warren St.
L. Fenner, 34th & Brandywine
J. Hart, 39th & Market Sts.
2567 J. Hudson, 49th & Market Sts.
H. Kennedy, 40th & Walnut Sts.
I. Mann, Haverford Ave. & Brookhaven Road
W. J. McDermott, Haverford & Vine Sts.
A. Piccoli, 66th & Haverford Ave.
Paul Rafferty, Baltimore & Woodland Ave.
C. K. Robertson, 55th & Walnut Sts.
Chas. B. Robinson, 63rd & Ludlow Sts.
Harry Straub, 62nd & Lancaster Ave.
Leo Wells, 52nd & Baltimore Ave.
Edward Wheaton, 63rd & Dicks Avenue

Territory 4-D

James C. Amos, Queen Lane & Greene
Sam Berman, 29th & Somerset
Tom Britt, Broad & Lycoming
Dan Carr, 26th & Huntingdon
Wilmer Cassel, Hunting Park Ave. & Pacific
Clock Service Station, Hunting Park Ave. & 30th
John Deegan, Belfield & Ogontz Ave.
Gerald Dougherty, 33rd & York Sts.
Anthony Fortunato, 29th & Hunting Park Ave.
Dave Furman, Jr., Midvale Ave. & River Drive
Fred Gohen, Germantown Ave. & Washington Lane
Dave Hamilton, 9th & Venango Sts.
Joe Hartnett, 5th & Bristol Sts.
Joe Hartnett, 5th & Somerville Sts.
Harold Mette, Germantown Ave. & Ashmead Sts.
Bob O'Donnell, Rittenhouse & Wissahickon Ave.
Fred Phillips, Midvale Ave. & Stanton St.
Sports Parking, 21st & Lehigh Ave.

Uncle Sam's Motors, York Road & Rising Sun Ave.

2569 Territory 9-G: Philadelphia & Suburban District

L. Anzalone, 74th & Buist Avenue
A. DeNardo, 78th & Island Road & Suffolk St.
John Lee, 52nd & Woodland Ave.
A. Plotnick, 60th & Springfield Ave.
N. Kitts, Cobbs Creek Blvd. & Upland St.
Dakota Garage, 246 S. 59th Street
H. Konkle, Marshall & Wycombe, Lansdowne, Pa.
H. S. Hoffman, Wildwood & Long Lane, E. Lansdowne,
Pa.
E. Shank, McDade Blvd. & Ridley Ave., Folsom, Pa.
J. Stowe, Woodland & Primos Ave., Folcroft, Pa.
Marcus Hook Auto, 10th & Green Sts., Marcus Hook,
Pa.
Mayover's Garage, 61st & Media Sts., Phila.

- Bala Service, City Line & Golf Road, Phila.
Joseph Hudson, Lancaster & Girard Ave., Phila.
Wolf Brothers, 143 N. 56th Street, Phila.
Young and Wilson, 112 N. 63rd St., Phila.
T. Irvin, 60th & Warrington Avenue, Phila.
Dave and Sol, 6055 Hazel Avenue, Phila.
Sheer's Super Service, 2095 N. 63rd St., Phila.
Don Keyser, Pennell & Lemni Roads, Lima, Pa.
A. Caccia, 1206 Lancaster Avenue, Rosemont, Pa.
H. & G. Service, Lancaster Pike, Berwyn, Pa.
J. Buffington, 218 E. King St., Malvern, Pa.
J. DiNunno, Route 202, Dilworthtown, Pa.
Cloverleaf Service, Baltimore Pike & Middletown Rd.,
Black Horse, Pa.
Doherty's Service, Baltimore Pike, Lima, Pa.
P. Del Collo, 60th & Baltimore Ave., Phila.
S. Bostwick, Market & Ridge Rds., Linwood, Pa.
Wynnefield Service, 54th & Montgomery Ave., Phila.
Worrall's Super Service, 52nd & Poplar Sts.
A. Tate, 1402 N. 51st St., Phila.
C. Nelson, Main & Water Sts., Colwyn, Pa.
Sharon Hill Garage, Hook Road & Chester Pike, Sharon
Hill, Pa.
Ray Gaynor, 71st & Elmwood Ave., Phila.
John Rice, Kedron & Waverly Terrace, Morton, Pa.
G. & A. Service Station, Prospect Ave. & Chester Pike,
Prospect Park, Pa.
2571 Territory 23-D (Phila. & Suburban Dist.)
Porter Brothers, 6215 Baltimore Ave., Yeadon, Pa.
Chappie's Auto Service, Garrett & Wambley, Upper
Darby, Pa.
James Bradley, West Chester Pike & Keystone, Upper
Darby, Pa.
J. Turney, Burmont Ave. & Jones, Drexel Hill, Pa.
L. Young, Burmont & Mary, Drexel Hill, Pa.

- L. Gaukel, Marshall Road & Owens Avenue, Lansdowne, Pa.
- W. Kyle, West Chester Pike & Naylors Run Road, Llanerch, Pa.
- H. Kiefer, 3448 Garrett Road, Drexel Hill, Pa.
- H. Rossi, City Line & Lynn Blvd., Highland Park, Pa.
- M. Hawk, Darby & Manoa Road, Brookline, Pa.
- E. Scott, Lancaster Ave. & Wynnewood Road, Wynnewood, Pa.
- W. Crissman, 500 S. 69th St., Upper Darby, Pa.
- T. Riter, Garrett & Huntley Rds., Upper Darby, Pa.
- V. Carrow, Long Lane & Alderbrook Ave., Stonehurst, Pa.
- J. Snively, Baltimore Pike & Penn Blvd., E. Lansdowne, Pa.
- J. Nedelka, Lansdowne & Strafford, Lansdowne, Pa.
- V. Heeren, Township Line & Wilson Drive, Llanerch, Pa.
- H. Barnes, Manor Road & Darby Road, Upper Darby, Pa.
- D. Fowler, Hampden & Marshall Rds., Upper Darby, Pa.
- Brookline S. S., Darby Road & Brookline Road, Brookline, Pa.
- W. T. MacDonald, Marlborough Road & West Chester Pike, Stonehurst, Pa.
- W. White, 2142 Darby Road, Oakmont, Pa.
- H. Cook, 61 E. Lancaster Ave., Ardmore, Pa.
- 2573 Territory 25-D (Phila. & Suburban Dist.)
- Lloyd Ammon, State &— Baltimore, Media, Pa.
- Edw. Bartlett, State & Township Line, Drexel Hill, Pa.
- Chris Boeker, Lancaster Pike & Aberdeen, Wayne, Pa.
- G. Coveney, Mill Road & Lancaster Ave., Villanova, Pa.
- C. Cooksey, E. Lancaster Avenue, Paoli, Pa.

Wm. Clark, Gay & Adams, West Chester, Pa.
R. J. Conner, High & Chestnut, West Chester, Pa.
J. K. Wilson, Baltimore & Oak Avenue, Clifton Heights,
Pa.
N. Salmonsøn, Saxer & Powell, Springfield, Pa.
Stanley H. Dalton, Baltimore Pike & Riverview Rd.,
Springfield, Pa.
B. N. LeBoutillier, Lancaster Ave., Devon, Pa.
I. K. Little, Baltimore Pike, Chester Heights, Pa.
Thomas Montgomery, Lincoln Highway, Exton, Pa.
James Moore, Baltimore & South Avenue, Media, Pa.
Art Mostardi, McDade Blvd. & Ashland, Glenolden, Pa.
Charles McCafferty, Baltimore & Providence, Media,
Pa.
Parkes & Dawn, West Chester Pike, Broomall, Pa.
Edward Sprague, Chester & Fairview Road, Swarth-
more, Pa.
Fred Powell, Bradford & Sharpless, West Chester, Pa.
A. Van Brunt, Burmont Rd. & Woodland Ave., Drexel
Hill, Pa.

Territory 26-CD

Mac & Sam, Inc., 138 S. Springfield Road, Clifton
Heights, Pa.
Sentman Motors, 56th & Chestnut Sts., Phila., Pa.
Callahan Motors, Clifton Ave., Collingdale, Pa.
M & H. Motors, Lancaster Pike, Ardmore, Pa.
Charles T. Leary, Lancaster Pike, Wayne, Pa.

2575 Territory 24-D: (Phila. & Suburban Dist.)

Joe Abel, Chester Pike & Fairview Road, Leiperville,
Pa.
Joe Boice, Chester Pike & Oak Lane, Glenolden, Pa.
J. Chambers, 2nd & Lloyd Sts., Chester, Pa.
J. Dooley, MacDade & Fairview, Woodlyn, Pa.
C. Drozdowski, Chester Pike & Eddystone Ave., Eddy-
stone, Pa.

L. Finnegan, MacDade & Wycombe, Darby, Pa.
Henry's Atlantic Service, Chester Pike & McKinley
Ave., Norwood, Pa.
G. Hill, MacDade Below 12th, Darby, Pa.
Al Kahler, 22nd & Edgemont, Chester, Pa.
Laughead's Service, Chichester & Huddell; Linwood,
Pa.
Matthews, James, Bailey Road & Church Lane, Yeadon,
Pa.
F. E. Mohny, Springfield & Providence, Aldan, Pa.
Burt Rehill, 9th & Flower, Chester, Pa.
Jack Rehill, 4th & Highland, Chester, Pa.
J. Wittig, Industrial Highway, Lester, Pa.
S. K. Watson, Chichester Road, Boothwyn, Pa.
Highland Service Center, Chichester & Highland, Fel-
tonville, Pa.
J. Pollock, 9th & Concord, Chester, Pa.
Sam Dugross, Main & Ridge Sts., Darby, Pa.
Green's Atlantic Service, 214 E. 5th St., Chester, Pa.
2577 Territory 2-G All in Philadelphia (except designated
otherwise)
Arnold Garage, 1616 Master Street
Priestly Burwell, 1919 N. 21st Street
Harry's Hardware, 7 W. Girard Avenue
Hyman Heller, 334 W. Girard Avenue
John & George Atlantic Station, 2658 Frankford Ave-
nue
W. E. Mager, Main & Trenton Aves., Hulmsville, Pa.
William Ruckrein, Front & Wingohocking Sts.
James Wasser, 4331 Roosevelt Blvd.
R. Spiegelman, Boudinot & Ruscomb Sts.
Albert C. Ruch, 6801 Torresdale Avenue
William Kiner, Longshore & Gillespie Sts.
James F. Trojan, 7243 Torresdale Avenue
Frank's S. S., 9th & Erie Avenue

Katz Garage, 1509 Germantown Avenue
Walsh Auto Repair, 999 Anchor Street
R. S. Rodgers, 5565 Miriam Road
Wm. A. Dettmer, Rt. 113 & Lewisville Avenue, Newportville, Pa.

Tullytown Garage, Tullytown, Pa. (Main Street)

J. Barton, A75 Pond Street, Bristol, Pa.

Naylor Brothers, Howard & Allegheny Avenue

George's Auto Supply, "G" & Allegheny Ave.

Ben's Auto Repair, "I" and Atlantic Sts.

Wm. J. O'Driscoll, Crystal & Tioga Sts.

Airlight Garage, 851 E. Tioga Street

Juniata Service Station, Erie Ave. & Bennington St.

Zimmerman's Auto Repair, 847 E. Luzerne St.

Lehigh Service Station, 341 E. Lehigh Avenue

Joseph Rose, 1940 E. Tioga Street

Len's S. S., Thompson & Westmoreland Streets

2579 Penn Service Station, Penn St. & Cheltenham Avenue

Sabath Garage, 1735 Wakeling Street

Bridesburg Garage, 4547 E. Thompson St.

Akron Service Station, Akron & Pratt Sts.

Pat's Service Station, 1201 Bridge Street

Lennox Auto Supply, 3121 Emerald St.

Samuel H. Roseman, 2901 N. Front St.

James P. Kelly, 3121 Memphis St.

George Salomskas, 3401 Richmond St.

Louis J. Zandel, Whitaker Ave. & Luray St.

A. Parone, 6th & Sedgley Avenue

Jan's Service Station, 975 Frankford Avenue

Cumberland Garage, 8th & Cumberland Sts.

R. Foehl, 2235 N. 10th St.

Richard Glanzman, 2nd & Diamond Sts.

Frank Carango, Bristol Pike, Edgely, Pa.

Stanley Budney, Bristol Pike & Park Ave., Eddington, Pa.

W. Becker, 1201 Cottman St.

Adam's Auto Service, Comly & Walker Sts.

Nick DiBello, Welsh Road & Frankford Avenue

A. K. Margerum, Route 13, Edgely, Pa.

Frank Conti, Bloomdale Road opposite M. & M. M.
Plant, Bristol, Pa.

Philip Karponski, 2835 Tulip Street

John's Auto Service, 2318 E. Susquehanna Avenue

Carl Dolente, 2330 Frankford Avenue

Len's Auto Service, 9337 Torresdale Avenue

A. L. Keely, Bristol Pike, Edgely, Pa.

W. H. Stearn, Bristol Pike, Andalusia, Pa.

2581 Wm. Johnson, Croyden S. S. (State Road & Cedar
Ave.), RFD 2, Croyden, Pa.

M. Denshaw, Frankford Ave. & Decatur, Phila.

A. B. Fehrenbach, Castor & Unruh, Phila.

Wm. Foster, 8759 Frankford Avenue, Phila.

George Hinds, Durham & Emily Roads, Newportville,
Pa.

H. Humphreys, Roosevelt Blvd. & Comly, Phila.

J. Livesey, Roosevelt Blvd. & Rhawn St., Phila.

C. Miller, Bustleton Ave. & Welsh Road, Phila.

M. Phillips, Bustleton Ave. & Philmont Rd., Phila.

A. Raupp, Lincoln Highway, Pennadel, Pa.

A. Salmonsens, Torresdale & Shelmire St., Phila.

H. Sooby, Eddington, Pa. (Bristol Pike & Street Road)

H. Vandegrift, Farragut & Bloomdale Ave., Bristol,
Pa.

Lou Wehn, Bustleton & Byberry Rd., Somerton, Pa.

2583

Goodyear Associate Dealers

New Jersey

Territory 50-D

Don Allen, Pennington, N. J. (Rt. #30 & Washington's Crossing)

Harold Bechtel, Chambers & Liberty Sts., Trenton, N. J.

B. K. Motors, Trenton, N. J. (N. Clinton Avenue)

Norman Brown, Greenwood & Nottingham Way, Trenton, N. J.

Andrew Hazard, Broad & Park, Trenton, N. J.

T. Harrison, Trenton, N. J. (Forrest & Reeves Avenue)

Glenn R. Jamieson, Greenwood & Chambers, Trenton, N. J.

Voorhees Johnson, Olden & White Horse Aves., Trenton, N. J.

Charles Lutz, 2769 S. Broad St., Trenton, N. J.

Jasper Lucas, Rt. #33 & Crest Avenue, Hamilton Square, N. J.

Charles Mantel, Cedar Lane & Williams St., Trenton, N. J.

John Matuza, Bellevue & Calhoun Sts. Trenton, N. J.

George Mellevoid, Route #25, Windsor, N. J.

H. Mohr, State Street & Whitehead, Trenton, N. J.

George MacKissic, River Rd. & Yardley Bridge, Trenton, N. J.

Ed McLoughlin, Robbinsville & Allentown Rd., Allentown, N. J.

H. Oliveri, 520 Brunswick Avenue, Trenton, N. J.

Jos. M. Quinn, 628-36 Perry St., Trenton, N. J.

William Riegel, Rose & Calhoun Sts., Trenton, N. J.

Lloyd W. Ruch, Pennington & Parkway, Trenton, N. J.

Deklyn Smith, Princeton Ave., east of Spruce, Trenton, N. J.

J. R. Sutphin, Rt. 26 & Washington Road, Penns Neck,
N. J.

Ralph Weer, West End & Edgewood, Trenton, N. J.

William Worthington, Parkside & Homan, Trenton,
N. J.

Young Brothers, Liberty & Olden Avenue, Trenton,
N. J.

2584 Matthew Pasawicz, 1720 Brunswick Avenue, Slack-
wood, N. J.

C. Leming, Allentown, N. J.

B. Peart, Mercersville, N. J.

Territory 55-G 55-D

Robert Williams, Broadway & Silver Lake Ave., West-
ville, N. J.

James H. LaFlamm, Black Horse Pike & Evesham,
Glendora, N. J.

Joseph Pennisi, Hilltop, N. J. (Black Horse Pk. &
Landing Road)

William Anderson, White Horse Pike & Harker Lane,
Berlin, N. J.

Frank Eastlack, Broad & Commerce Sts., Paulsboro,
N. J.

Harry Young, Verga, N. J.

Albert R. Clifford, Glassboro & Evergreen, Woodbury
Heights, N. J.

C. W. Tarrach, Broad & Dickinson St., Woodbury,
N. J.

Bert Nicholls, Broad & West Sts., Woodbury, N. J.

Suburban Motors, Camden, N. J. (Fairview)

Joseph Poligero, Brooklawn, N. J. (Crescent &
Haakon)

Joseph Delangowski, Gloucester, N. J. (SWC Broad-
way & Hunter)

Pat's Super Service, 1621 Broadway & Webster, Cam-
den, N. J.

William De Filippo, 5th & Berkley, Camden, N. J.

Prospero Borreggine, 800 S. 2nd St., Camden, N. J.

Charles Graziosa, 1000 Ferry Ave., Camden, N. J.

Bart's Atlantic Service, 1714 Mt. Ephraim Ave., Camden, N. J.

Edward Zawacki, 900 Kaighn Ave., Camden, N. J.

Nick's Garage, 210 Mickle St., Camden, N. J.

Alex Laskawitch, 542-44 Main St., Camden, N. J.

Rauh & Clark, 817 Federal St., Camden, N. J.

C. C. Miller, 1153 Penn St., Camden, N. J.

Parkside Auto Service, NEC Princess Ave. & Walnut St., Camden, N. J.

2585 Theodore Kauffman, State St. & Cooper River Bridge, Camden, N. J.

Henry J. Lemmon, 18th & River Road, Camden, N. J.

Ward & Kehoe, 3144 Westfield Ave., Camden, N. J.

Michael Kozakewich, Jr., S. 3rd Avenue, Merchantville, N. J.

Adolph Schmidt, Rt. 38, ~~34th~~ Ave. & S. Harvard, South Merchantville, N. J.

Samuel DePasquale, Marlton Pike & Delaware Township Line, S. Merchantville, N. J.

Edgar Lincoln, Cove Road & Westfield Ave., Pennsauken, N. J.

Alex George, 7725 Maple Ave., Pennsauken, N. J.

Dominic Sacca, Rt. 40, Deer Park, R. D. Haddonfield, N. J.

Joseph V. Neale, 221 S. Black Horse Pike, Mt. Ephraim, N. J.

Ben Smith, White Horse Pike & California, Clementon, N. J.

Clementon Atlantic Service, Park Blvd. & Gibbsboro Road, Clementon, N. J.

Jas. R. Woodbury, Rt. S-41 & O'Donnell's Lane, Palmyra, N. J.

- L. R. Hammel, 206 Pavillion Av., Riverside, N. J.
Tieman's Atlantic Service, Burlington & Union Sts.
Delanco, N. J.
Jenkins Atlantic Station, Burlington & West Aves.,
Delanco Gardens, N. J.
Adams Brothers, Federal & Locust Sts., Burlington,
N. J.
Dares Service Station, 182 Hanover St., Pemberton,
N. J.
Thomas Lattiere, Rt. 40 & State Highway, Medford,
N. J.
Sexton's Restaurant, Rt. 40, R. D. Medford, N. J.
William C. Matlack, Hessian & Red Bank Aves., Thoro-
fare (National Park) N. J.
James A. Gould, Salem Road, Mt. Royal, N. J.
R. R. Borden, Woodbury & Swedesford Road, Mick-
leton, N. J.
Earl Chamberlin, Woodbury & Mantua Rds., Mantua,
N. J.
Roger Della Matta, Mantua-Pitman Road, Barnesboro,
N. J.
Frank Monzo, Hurfville & County House Rds., Black-
wood Terrace, N. J.
Wilmer Pleasanton, 11 Morris Avenue, Blackwood,
N. J.
2586 Fanelli Atlantic Station, Black Horse Pike, Black-
wood, N. J.
Moe's Atlantic Service, Black Horse Pike & Lakeland
Road, Blackwood, N. J.
Mayer Wetherell, Black Horse Pike & Woodbury Road,
Turnersville, N. J.
Barclay E. Zane, 16 W. Broad Street, Gibbstown, N. J.
Crown Service, Route 44, Gibbstown, N. J.
Thomas J. Slusor, Rts. 322 & 100, Swedesboro, N. J.
Edward Taylor, Rt. 100, Swedesboro, N. J.

Jay Vee Service, Virginia Avenue & Harmony, Penns Grove, N. J.

William Mesogianes, Rt. 40 & Plant St., Deepwater, N. J.

Joseph Swider, Salem, N. J. (Salem-Pennsville Road)

Harry Richie, 18 Front Street, Salem, N. J.

Sandy's Atlantic Service (Laren Saunderlin) 90 West Ave., Woodstown, N. J.

Florus Smith, 26 N. Main Street, Woodstown, N. J.

Mrs. E. Hubschmitt, State Highway, Rt. 46, Mullica Hill, N. J.

2587 Territory 52-D

Batlis, Nick, Broad & Morgan Sts., Palmyra, N. J.

Borocz, Julius, Rts. 25 & 39, Bordentown, N. J.

Eckman, Horace—Mill and Pine, Mt. Holly, N. J.

Fortnum Motors Co., Rt. 25, Bridgeboro, N. J.

Frank's Auto Service (Frank Giovanetti) Rt. S-41 & 5th St., Palmyra, N. J.

Fred's Atlantic Service, (Merritt Haines) Mt. Holly Rd. & Brimstone, Medford, N. J.

Garro, Nick—Main & Lippincott, Maple Shade, N. J.

Hoover, John—Rt. S-41 & Vanderveer, Palmyra, N. J.

Hutchinson, L.—Rt. 25 & W. High St., Burlington, N. J.

Kotula, Antoni—Fairview, R. D. Medford, N. J.

Lawson, William—Rt. 25 & Browning Road, Pennsauken, N. J.

Lipinsky, Walter—Rt. 25 & Fairview, Riverside, N. J.

Lott, Charles—Rt. 38 & Church St., Moorestown, N. J.

Melrose Service Station (E. & A. Bisignano), Rt. S-41, Medford, N. J.

Montgomery, Robert C.—N. W. Side Rt. S-41, Maple Shade Township, N. J.

Pettit, M. O.—Rt. S-41 & S-40, Marlton, N. J.

Ruggiano, Joseph—Camden & Cottage Avenue, Lenola, N. J.

Seward, George—Maple & Chapel Ave., Merchantville,
N. J.

Schlatter, Paul H.—Rt. 25 & Hilton Rd., Pennsauken,
N. J.

Stohner, George—W. Main & Union Sts., Moorestown,
N. J.

Strohlein, Jacob—Rt. 25 & Burlington Pike, Riverton,
N. J.

Watson, Jos.—Park and Cove Road, Merchantville,
N. J.

Consolidated Sales—29th & Lafayette St., Riverside,
N. J.

Quicksall, Wallace—Rt. 38, Mt. Holly, N. J.

Sekerske, Harry—Browns Mills, N. J.

Thompson's Atlantic Service, Rt. 25 & Myrtle Ave.,
Pennsauken, N. J.

Markwith's Atlantic Service, Rt. S-41, Kresson, N. J.

2588 Territory 54-D

Atwood, M. S., 96th St. & 3rd Ave., Stone Harbor, N. J.

Brestle, Daniel, Absecon Blvd. & Seymour, Atlantic
City, N. J.

Correll, Charles, Bay Shore Road, Villas, N. J.

Cole, John Robert, Pacific & Missouri, Atlantic City,
N. J.

Driver, Dewey, Delaware & Spruce, N. Wildwood, N. J.

Glass, James, Pacific & Colorado, Longport, N. J.

Heston, I. J., Maple & Atlantic, Wildwood, N. J.

Hostler, D. E., Curb City & Wildwood Road, Corbon
City, N. J.

Kellmyer, Carl G., West End Ave. & Albany Blvd.,
Atlantic City, N. J.

Larish, C. V., Delsea Drive & Rt. 4, Rio Grande, N. J.

Mapes, A. E., 9th & Bay, Ocean City, N. J.

Miller, Jos. A., Haddon & Atlantic Blvd., Atlantic City,
N. J.

Pessolano, Jos., 41st & Landis, Sea Isle City, N. J.
Ruane, Jos., Verona & Lyons Court, Pleasantville, N. J.
Stansell, H. J., 627 Washington St., Cape May, N. J.
Stanley, A. D., Ventnor & Delevan, Margate City, N. J.
Taylor, B. D., 3800 Atlantic Ave., Atlantic City, N. J.
Van Sant, Sam, Townsends Inlet, New Jersey
Wells, Leroy, 34th & Asbury, Ocean City, N. J.
Harold Smith, Rio Grande, Wildwood, N. J. (509 Rio Grande Ave.)

Territory 57-CD

John Stratton, Pitman, N. J. (Broadway)

2589 Territory 53-D

Birdsall, H. K., Laurel & Irving, Bridgeton, N. J.
Wm. J. Hadsell, East & Landis, Vineland, N. J.
Mark's Atlantic Station, 6th & Chestnut Sts., Vineland,
N. J.
John Federanko, Main Street, Pennsgrove, N. J.
M. R. Hitchner, Holly & Woodbury Road, Pitman, N. J.
Joe's Atlantic Ser. (Jos. Federici) Virginia Ave.,
Pennsgrove, N. J.
Samuel Kelty, Quinton, N. J.
John W. Kennedy, Pearl & Washington, Bridgeton,
N. J.
Kugler, Wm., 5th & Broadway, Salem, N. J.
Link, Arthur, Broad & Atlantic, Bridgeton, N. J.
Morris, Norman, Central Ave. & Center St., Clayton,
N. J.
Pearson, Wilmer F., Elmer, N. J.
Shipley, Richard E., Delsea Drive & Pomona, Glass-
boro, N. J.
Smith, Clarence G., Grant & Market, Salem, N. J.
Somers, F. Edward, NEC 2nd & Vine Sts., Millville,
N. J.

Suiter, J. W., Main St., Pennsville, N. J.
Van Schoick, Paul, 3rd & Landis, Vineland, N. J.
Vito's Service Station, Route 46, Seabrook, N. J.
Wright, R. H., 34th N. Broadway, Pitman, N. J.
King, Russell, High and Oak, Millville, N. J.
Foster, Charles, Main Street, Woodstown, N. J.

2590 Territory 51-D

Bartleson, E. T., Euclid & Tanner Sts., Haddonfield,
N. J.
Bauer, Newlin L., Rt. 38 & Browning Rd., Pennsauken,
N. J.
Brzuska, Chester, Kings Highway & Edgewood, Audu-
bon, N. J.
Capozzi, S. J., White Horse Pike & Clinton Ave., Oak-
lyn, N. J.
Cliff's Atlantic (Clifford Partridge) Crescent Blvd. &
Nicholson Road, Gloucester, N. J.
Conover, Wm., Marlton Pike & Baird Blvd., Camden,
N. J.
DelSordo, Michael A., Crescent Blvd. & Taylor, Col-
lingswood, N. J.
Fothergill, Samuel, Marlton Pike & Grove St., Mer-
chantville, N. J.
Gibson, Wharton, Federal & Terrace, Camden, N. J.
Gregson, George, Admiral Wilson Blvd. & Thorndyke,
Camden, N. J.
Harold's Atlantic Service, 879 Haddon Ave., Collings-
wood, N. J.
Harwood, K., 7th & Cooper St., Camden, N. J.
Jones, Harry, Crescent Blvd. & Park, Collingswood,
N. J.
Little, Douglas,—Haddon, Maple & Locust, Westmont,
N. J.
Long, William—White Horse Pike & Taylor, Audubon,
N. J.

Parkview Garage, White Horse Pike & Collings Ave.,
Collingswood, N. J.

Santacapito, E. G., Haddon & Atlantic, Camden, N. J.

Stanton, John, Crescent Blvd. & Maple, Collingswood,
N. J.

Stow, M.—Kings Highway & Linden, Haddonfield, N. J.

Tramutola, Jos.—Broadway & Woodland, Camden,
N. J.

Whitaker, Wilbur—Haddon Heights (White Horse
Pike & Clements Bridge Road) N. J.

2591 Territory 56-G and 56-D

A. DeMarco, White Horse Pike & Bellevue, Hammon-
ton, N. J.

Jos. P. Zuba, White Horse Pike & London Ave., Egg
Harbor, N. J.

Wittkamp's Service, Willard Road & Commonwealth
Ave., Strathmara, N. J.

J. Wright, 21st Avenue, Avalon, N. J.

R. McPherson, W. Perry Street, Cape May, N. J.

Yearick Motors, Wildwood, N. J.

A. Forbes, Delsea Drive, Clayton, N. J.

R. H. Vassalle, Malaga, N. J.

Scaife Brothers, Cor. South Ave. & Willow St.,
Bridgeton, N. J.

Sam's Super, Railroad Ave. & Pleasant St., Hammon-
ton, N. J.

D. A. Priestley, White Horse Pike, Elm, N. J.

P. Lyburn, N. Carolina & Baltic Aves., Atlantic City,
N. J.

E. Moeller, 6th & Bay Avenue, Beach Haven, N. J.

H. Allatt, Harding Highway, Mays Landing, N. J.

F. Charlesworth, 164 S. 2nd Street, Millville, N. J.

S. Drozo, Harding Highway, Landisville, N. J.

Prestis & Sons, E. Blvd. & Catawba Avenue, Newfield,
N. J.

Fingers Filling—Delsea Drive, Franklinville, N. J.
F. N. Giordani, Black Horse Pike, Folsom, N. J.
Frank Perri, 517 Shore Road, Northfield, N. J.
Wm. Gaskill, Shore Road & Johnson Ave., Somers
Point, N. J.
R. Dills, SEC Ocean Hts. Ave., Route 4, Linwood, N. J.
A. Barrett, Maysland Road, Scullville, N. J.
J. Hall, Wildwood Villa, N. J.
Carl Roy, Wedwood, N. J.
Atlantic Auto Supply, Lincoln & Pacific Aves., Wild-
wood, N. J.

2592

COMMISSION EXHIBIT NO. 161.

July 30, 1951

TBA SJH

Goodyear Program

Atlantic Dealer Identification

Mr. W. J. Jackson,
Room 1218.

Dear sir:

I asked Mr. O'Neill of the Goodyear Tire & Rubber Company to supply me with a list of the Atlantic dealers in the Philadelphia Region who refused to be identified on the Goodyear program. Attached is a list of 46 dealers who, for reasons indicated, have refused this service.

You will probably wish to review the respective portions of this list with the District Managers concerned. Undoubtedly, facilities for identification are not the best at some of these locations, but with others it is apparent that the proprietors have not been sold on the Goodyear program. In such instances, I believe that additional sales

effort is called for. In any event, will you be kind enough to advise me at your convenience what action you have taken with regard to this list.

Very truly yours,

h

Enc.

2594 COMMISSION EXHIBIT NO. 161A-B.

Location and Reason

P. DiCicco, 26th & Snyder, Philadelphia—Alarm wire in way

C. Dolente, 2330 Frankford Ave., Phila.—Has own sign

H. Mohr, State & Whitehead Sts., Trenton, N. J.—Goodrich dealer

J. Dreger, 68th & Woodland Ave., Phila.—Neon sign in way

H. Bean, Main & Forrest, Jeffersonville, Pa.—Does not want

Sheer's, 2095 North 63rd St., Phila.—Won't handle Good-year

R. Glanzman, "L" & Diamond Sts., Phila.—Has own sign

Neil O'Brien, North Lane & Fayette, Conshohocken, Pa.—Refused

V. D'Ascenz, 49th & Lancaster Ave., Phila.—Shelves in way

Frankford Sales, 4800 Frankford Ave., Phila.—Refused

Walsh, 999 Anchor, Phila.—Neon in way

B. Rubin, Oxford & Foulkrod, Phila.—Refused

Wm. J. O'Driscoll, Crystal & Tioga, Phila.—Does not want

John Callhoun, 2525 Moore St., Phila.—Wants on bottom

Ebby's, 8th & Wyoming St., Phila.—Wants on bottom

Sentman Motors, 5630 Chestnut St., Phila.—Auto Agency

Dakota Garage, 246 S. 59th St., Phila.—Has own sign

A. E. Mapee, 9th & Bay, Ocean City, N. J.—Will still sell
Lee

- L. Wells, 34th & Asbury, Ocean City, N. J.—Lee distributor
- T. Campion, York Rd. & Washington, Jenkintown, Pa.—
Does not want
- T. Campion, 481 York Rd., Jenkintown, Pa.—Does not want
- D. White, Easton & Jenkintown, Glenside, Pa.—Want in
transom
- M. Craig, Rising Sun & Lardner, Phila.—Wants nothing on
window
- S. Van Sant, Townsend Inlet, N. J.—Does not sell
- P. Burnwell, 1919 N. 21st St., Phila.—Doesn't handle tires
- Marianni Auto, Tulip & Ontario, Phila.—Does not want
- A. Van Brunt, Burmont & Woodland, Drexel Hill, Pa.—
Refused
- 2595 Quaker City Garage, 929 Race St., Phila.—Does not
want
- A. K. Margerum, Edgely, Pa.—Has Coca Cola—Doesn't
want change
- Johnson, State Road & Cedar, Croyden, Pa.—Doesn't want
to block view
- Callahan Motors, Clifton Ave., Collingdale, Pa.—No need
for it
- Green's, 214 E. 5th St., Chester, Pa.—Does not handle
- Marcus Hook Auto, 10th & Green, Marcus Hook, Pa.—Does
not handle
- Sylvania Auto, 1946 McKean St., Phila.—Has own sign
- Bernie's, Randolph & Oregon, Phila.—Lee distributor
- Ben's Auto, I & Atlantic, Phila.—Does not own property
- Guy Haden Motors, 912 North Broad, Phila.—Auto Agency
—Does not want
- S. DePasquale, Marlton & Delaware, S. Merchantville, N. J.
—Not a Goodyear dealer
- A. C. Caccia, 1206 Lancaster, Rosemont, Pa.—Refused
- E. Shank, McDade & Ridley, Folsom, Pa.—Not Goodyear
dealer

2790

Commission Exhibit No. 162.

Chappie's, Garret & Wembley, Upper Darby, Pa.—Not
Goodyear dealer

H & G Service, Lancaster Pike, Berwyn, Pa.—Refused

Leidon S. S., Street Road & 2nd St., Southampton, Pa.—Re-
fused

Henry's, Chester & McKinley, Norwood, Pa.—Refused

Brookline, S. S., Darby Rd. & Brookline Blvd., Brookline,
Pa.—Refused

J. Moore, Baltimore & South, Media, Pa.—Does not want

2596

COMMISSION EXHIBIT NO. 162.

August 20, 1951

.PNJ:WJJ

Goodyear Identification—Dealer Locations.

Please refer to our letter of July 24th on the captioned
subject.

Management is very definitely concerned about the re-
fusal of dealers to permit Goodyear identification at their
stations.

Kindly inform this office of the progress being made in
correcting the situation—according to listing of locations
forwarded to you with our letter of July 24th.

W. J. Jackson

r

cc: Mr. E. D. Walter

Mr. S. J. Heideman—Room 1210

2598

COMMISSION EXHIBIT NO. 163.

cc: Mr. Paul Fritsch
J. W. O'Neill

August 21, 1951

TBA SJH

Goodyear Program

Atlantic Station Identification

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

I wonder if you can furnish me promptly with a report on the progress of the subject program. I should like to have this information broken down by our regional territories. As I understand it, the signs are being erected by Goodyear crews, but the decals are being erected by outside agencies. Furthermore, at the present time when we locate an Atlantic dealer who is without any Goodyear identification or without one or the other signs or decals, we do not know whether an unsuccessful attempt has been made to complete the assignment or whether all or part of the job, whatever the case may be, is scheduled for attention.

We should like to interest ourselves in the cases where an unsuccessful attempt has been made to provide the Goodyear identification. Perhaps, this information could be made available to us in simplest form by stating the Atlantic District areas that have been covered by either sign crews or agencies that are applying the decals, and by supplying us a list of the dealers where attempts to erect decals or signs were unsuccessful.

I have already received a list of this type for the Philadelphia and South Jersey areas, and this has been referred to our District Managers for further attention. However, I do not know if this is a partial or complete list of the dealers in that territory who could not be identified with Goodyear signs.

Your cooperation in this respect will be greatly appreciated.

Cordially yours,

S. J. Heideman

h

2600 COMMISSION EXHIBIT NO. 164.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

August 24, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Subject: Atlantic-Goodyear
Identification

Dear Syd:

Your recent request for information on stations that our Identification Crews are unable to identify has been passed along to Joe O'Neill.

This information is obtainable from our District Offices because the Identification Crews work from a formal request made up for each station to be identified. In turn they report back advising our District Managers whether the work has been done or not.

We believe that Mr O'Neill can set up a program with our Districts through Petroleum Representatives to obtain this information for you on a specific time basis.

We are asking Mr O'Neill to report to you on this as soon as possible.

Yours very truly,

J W Basista

Petroleum Sales Department

J W Basista
lfm

2794

Commission Exhibit No. 165.

2602

COMMISSION EXHIBIT NO. 165.

The Goodyear Tire & Rubber Company, Inc.

2750 North Broad Street

Philadelphia 32, Penna.

August 29, 1951

Mr. S. J. Heideman, Manager T.B.A. Sales

The Atlantic Refining Company

260 S. Broad Street

Philadelphia 1, Pa.

Subject: Goodyear Program—

Atlantic Station Identification

Dear Syd:

Per your request, I am attaching a list showing the Atlantic locations in the New England Region wherein the DeWolf Valance Company were unable to install Goodyear window valances.

In the event that you are successful in obtaining permission to install valances in these locations please inform the writer so that I can have DeWolf take care of the installations.

Yours very truly,

J W O'Neill

Division Petroleum Representative

J. W. O'Neill

mmc

Commission Exhibit No. 165A.

2795

2604 COMMISSION EXHIBIT NO. 165A.

August 28, 1951

The Goodyear Tire & Rubber Co.

2750 N. Broad Street

Phila., Pa.

Att: Mr. J. O'Neil

Gentlemen:

Enclosed you will find two lists showing those locations wherein we were unable to install Goodyear window valances.

I am inclined to think that those locations marked "windows too small" etc., can not be installed. However, something might be done about the other list.

Cordially yours,

A. P. DeWolf

APDW/meh

2605

COMMISSION EXHIBIT NO. 165B.

Name	Address	City	Reason
Anton	Dean & Exchange	Providence, R. I.	Small windows (factory ty.)
Caracola	392 Broadway	Providence, R. I.	Small windows (factory ty.)
Glenbridge	Glenbridge & Manton	Providence, R. I.	No window space
Pate	536 Branch Ave.	Providence, R. I.	No window space
Ferrara	700 Douglas	Providence, R. I.	No window in station
Marianetti	470 Valley St.	Providence, R. I.	No window space
Licciardi	144 Laurel Hill	Providence, R. I.	No window space
Triple Elm St.	Route 138	West Kingston, R. I.	Small windows
Grenier	Highland & Pleasant	Phenix, R. I.	Small windows
Quellatte	Eastern & Downing	Fall River, Mass.	Small windows
Old State House	Spring & Mill	Newport, R. I.	Small windows
Walte	Russell Mills	S. Dartmouth, Mass.	Small windows
Greenwood	Cape Road	Mattapoisett, Mass.	Small windows
Walsh	Main St.	Osterville, Mass.	Small windows
Whitney	Main St.	Barnstable, Mass.	Small windows
Hamlin		Sanwich, Mass.	Small windows
Nunnzio Svs.	21 Orchard St.	Laurence, Mass.	No windows
Bibbens	484 Broadway	Methuen, Mass.	No windows
Snell	573 Walnut	W. Lynn, Mass.	No windows

2606

COMMISSION EXHIBIT NO. 165C.

Name	Address	City	Reason
Tom's	Dean & Carpenter	Providence, R. I.	Painted valance on window
Trinity	Broad & Somerset	Providence, R. I.	Willard valance on window
Kane's	837 Allens	Providence, R. I.	Does not want
Veterans Svc.	990 Eddy	Providence, R. I.	Does not want Goodyear
Vita Bros.	Croom St.	Providence, R. I.	Oil dealer only
Esposito	Home & Chalkstone	Providence, R. I.	Mobile dealer
Tower	Putnam Pike	Chepachet, R. I.	No authority available
St. Angelo	244 County Rd.	Barrington, R. I.	Refused
Edwards	Wilbur & Macomber	Swansea, Mass.	Refused
Suspiro	Rt. 6 & Brayton	Somerset, Mass.	Refused
Dias	Stafford & Pelham	Fall River, Mass.	Refused
Janelle		W. Westport, Mass.	Refused
Falmouth Auto	Main St.	Falmouth, Mass.	Not interested
Hunting Mts.	850 Main St.	Falmouth, Mass.	Not interested
Stedman	Main St.	Wakefield, R. I.	Does not sell Goodyear
Vitali	210 High St.	Peacedale, R. I.	Does not sell Goodyear
Jususaume	Quaker & Center	Warwick, R. I.	Does not sell Goodyear
Lenachal	49 Elm St.	Auesbury, Mass.	Window just painted

2607

COMMISSION EXHIBIT NO. 166.

The Goodyear Tire & Rubber Company, Inc.
2750 North Broad Street
Philadelphia 32, Penna.

Mr. S. J. Heideman, Manager
T.B.A. Sales
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pa.

October 11, 1951

Dear Mr. Heideman:

Per your request, we are listing below Atlantic accounts in our Albany District who refused to permit our Sign Crew to identify the station with Goodyear Signs and decals.

Comments by Identification
Field Representative

William Wilde
Fort Johnson, N. Y.

Does not want Goodyear identification—dud.

Burks Garage
Albany, N. Y.

Going Esso

Stalders Service
Station
Scotia, N. Y.

Dud

E. R. Dickinson
Hudson Falls, N. Y.

After identifying several of Mr. Dickinson's stations, I find that he is not sure he is going Goodyear. He is trying to play both ends against the middle between Lee and Goodyear.

Stevens Motors
Lebanon, Vt.

Refused Goodyear Identification.

Yours very truly,

J W O'Neill

J. W. O'Neill
mmc

Division Petroleum Representative

2798

Commission Exhibit No. 167.

2609

COMMISSION EXHIBIT NO. 167.

**The Goodyear Tire & Rubber Company, Inc.
2750 North Broad Street
Philadelphia 32, Penna.**

October 15, 1951

**Mr. S. J. Heideman, Manager
T.B.A. Sales
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pa.**

Dear Mr. Heideman:

Attached are lists of Atlantic dealers in the Philadelphia, South Jersey, Hartford, Boston, Syracuse and Newark Districts where either valances or diamond signs have not been installed for various reasons as listed.

As further reports come to my attention, I will advise you.

Yours very truly,

J W O'Neill

Division Petroleum Representative

J. W. O'Neill

mme

2611 COMMISSION EXHIBIT NO. 167A-M.

Refusals Phila.

Akron Service Station—Akron & Pratt St.—Phila. Pa.
Ben's Auto Repair—I and Atlantic St.—Phila., Pa.
W J O'Driscoll—Crystal & Tioga—Phila., Pa.
Guy Haden Motors—912 N. Broad St.—Phila. Pa.
H. Allatt—Harding Highway—Mays Landing, N. J.
Callahan Motors—Clifton—Collingdale, Pa.
M & H Motors—Lancaster Pike—Ardmore, Pa.
W. Bean—Main & Forrest Sts.—Jeffersonville, Pa.
W. E. Mager—Main & Trenton Ave—Hulmeville, Pa.
A. K. Margerum—Rte #13—Edgely, Pa.
Johnson S S—State Rd & Cedar Ave—Croyden, Pa.
Sheer's Super Service—2095 N. 63rd St.—Phila., Pa.
Wynnefield Service—54th & Montgomery—Phila., Pa.
Seutman Motors—56th & Chestnut—Phila., Pa.
M. Craig—Rising Sun & Lardner—Phila., Pa.
Frankford Sales—4800 Frankford Ave—Phila., Pa.
Segal & Son—21st & Fitzwater—Phila., Pa.
Sylvania Auto—1946 McKean St.—Phila., Pa.
Quaker City Garage—929 Locust St.—Phila., Pa.
Rubin B.—Oxford Pk. & Foulkrad—Phila., Pa.
Marianni Auto Service—Tulip & Ontario—Phila., Pa.
Thomas Campion—Old York Rd & Washington Lane—
Jenkintown, Pa.
Thomas Campion—481 York Road—Jenkintown, Pa.
Abram Van Brunt—Burmout Rd & Woodland Ave—Drexel
Hill, Pa.
Neil O'Brien—North Lane & Fayette St.—Conshocken, Pa.
W C Mallard—Hessian & Red Bank—Thorofare, N. J.
Fred Regal—Black Horse Pike—W. Collingswood, N. J.
Wallace Bros—9th St.—Ocean City, N. J.
Charles T. Leary—Lancaster Pike—Wayne, Pa.

Acaccia—1206 Lancaster Ave—Rosemont, Pa.
 2612 Leedon's S S—Street Rd & 2nd St.—Southampton,
 Pa.
 James Moore—Baltimore & South Ave—Media, Pa.
 J Turney—Burmout & Jones—Drexel Hill, Pa.
 Parkes & Dawn—Westchester Pike—Broomal, Pa.
 Brookline S S—Darby Rd & Brookline Blvd—Brookline, Pa.
 H & G Service—Lancaster Pike—Berwyn, Pa.

Other Types of Refusals

S. De Pasquale—Marlton Pike & Delaware—South Mer-
 chantville, N. J.—(Not going Goodyear)
 E. Shauk—McDade Blvd & Ridley—Folsom, Pa (Non
 Goodyear)
 Chappies—Garrett & Hembly—Upper Darby, Pa (Non
 Goodyear)
 P. Burwell—1919 N. 21st St.—Phila, Pa (Not handling tires
 or batteries)
 Bernies Service—Randolph & Oregon—Phila., Pa (Lee Dis-
 tributor)
 Marcus Hook—10th & Green—Marcus Hook, Pa (Not handl-
 ing line)
 Green's—214 E 5th St.—Chester, Pa (Has not signed)
 W. White—2142 Darby Rd—Oakmont, Pa. (Not handling
 line)
 F. E. Somers—2nd & Vine Sts.—Millville, N. J. (Seiberling
 Distributor)
 H. Mohr—State & Whitehead —Trenton, N. J. (Good-
 rich Dealer)
 Jas. Woodbury—O'Donnell Lane, Palmyra, N. J. (Impl.
 to Adv.)
 J. Harrington—Route #23—Valley Forge, Pa. (Impl. to
 Adv.)
 G. I. Service—Maple Glen—Maple Glen, Pa. (Impl. to Adv.)
 Ed McLaughlin—Cobbinville & Allentown Rd.—Allentown,
 N. J. (out of business)

J K Wilson—69th & Buist Ave—Phila., Pa. (out of business)

2613 Valance-Structural Difficulties Phila

Wm Long—White Horse Pike & Taylor—Audubon, N. J.
Frank Monzo—Hafville & County House Rd.—Blackwood Terrace, N. J.

F G Santacapeto—Haddon & Atlantic—Camden, N. J.
Harry Jones—Crescent Blvd & Park—Collingwood, N. J.
J. V. Neale—221 S. Black Horse Pike—Mt. Ephriam, N. J.
Mrs E. Hubschmidt—Rte #46—Mullica Hill, N. J.

Harry Richie—18 Front St.—Salem, N. J.

Ed Taylor—Sweedsboro, N. J.

James A Gould—Salem Rd.—Mt. Royal, N. J.

Thomas Lattiere—Rte #40—Medford, N. J.

F. Pervi—517 Shore Road—Northfield, N. J.

R. H. Vassallo—Malaga, N. J.

Russell King—High Road—Millville, N. J.

Paul Van Schoick—3rd & Landis—Vineland, N. J.

J. W. Suiter—Main St.—Pennsville, N. J.

C. G. Smith—Grant & Market—Salem, N. J.

W. F. Pearson—Elmer, N. J.

A. Link—Broad & Atlantic—Bridgeton, N. J.

James Glass—Pacific & Colorado—Longport, N. J.

J. A. Miller—Haddon & Atlantic Blvd.—Atlantic City, N. J.

J. Ruane—Verona & Lyons Court—Pleasantville, N. J.

Joseph Groner—Super Highway & Highland—Parkland, N. J.

Harvey Furness—150 S. Main St.—Yardley, Pa.

L. C. Finney—Buck Rd.—Holland, Pa.

J. Barton—Pond St.—Bristol, Pa.

W. H. Stearn—Bristol Pike—Andalusia, Pa.

A. Raupp—Lincoln Hwy—Pennadal, Pa.

A. Tate—1402 N. 51st St.—Phila., Pa.

2614 Sam Berman—29th & Somerset—Phila, Pa.

Wilmer Cassel—Hunting Park & Pacific—Phila., Pa.

Gerald Dougherty—33rd & York St.—Phila., Pa.

Dave Furman—Midvale & River Drive—Phila., Pa.

Dave Hamilton—9th & Venango—Phila., Pa.

Uncle Sam's Motors—York Rd & Rising Sun Ave—Phila., Pa.

Dakota Garage—246 S. 59th St.—Phila., Pa.

J. Sullivan—6101 Ridge Ave.—Phila., Pa.

George Stevenson—Beechwood St. & Wyncote—Phila., Pa.

O'Connell Motors—6715 Ridge Ave.—Phila., Pa.

H. E. Neger—200 W. Rosemar St.—Phila., Pa.

Eppy's—8th and Wyoming—Phila., Pa.

Len's S. S.—Thompson & Westmoreland—Phila., Pa.

Juanita Service—Erie Ave & Bennington St.—Phila., Pa.

Walsh Auto—999 Anchor St.—Phila., Pa.

R. S. Piegelman—Boudinot & Ruscomb St.—Phila., Pa.

Wm. Ruckrein—Front & Wingohocking St.—Phila., Pa.

R. B. Lloyd—Kensington & Sedgley—Phila., Pa.

Frank Braidfield—Frankford & Tyson—Phila., Pa.

Atlantic Auto—12th & Porter—Phila., Pa.

Rip's Service—Delaware & Beach—Phila., Pa.

E. O'Brien—2nd & Huntington—Phila., Pa.

Ray Duster—5317 Warren St.—Phila., Pa.

J. Dreger—68th & Woodland—Phila., Pa.

V. D. Ascenz—49th and Lancaster—Phila., Pa.

Harry Corker—3842 Lancaster Ave.—Phila., Pa.

Howard Miller—3321 Frankford—Phila., Pa.

John Keglee—Front and Moore—Phila., Pa.

J & H Auto—132 N. 3rd St.—Phila., Pa.

Frank's Service—22nd and Ritner—Phila., Pa.

2615 John Calhoun—2525 Moore St.—Phila., Pa.

Apex Garage—212 N. Juniper St.—Phila., Pa.

Tom's Service—Griscom & Orthodox—Phila., Pa.

Randy's S S—Unity & Wingohocking—Phila., Pa.

John & George Atlantic—2658 Frankford Ave.—Phila., Pa.

- Len's Auto Service—9337 Torresdale Ave—Phila., Pa.
Carl Dolerte—2330 Frankford—Phila., Pa.
P. Karpouski—2835 Tulip St.—Phila., Pa.
W. Becker—1201 Cottman St.—Phila., Pa.
R. Glanzman—2nd & Diamond—Phila., Pa.
R. Foehl—2235 N. 10th St.—Phila., Pa.
Jon's S S—975 Frankford Ave—Phila., Pa.
A. Parone—6th & Sedgley—Phila., Pa.
George Salomskas—3401 Richmond St.—Phila., Pa.
Pat's Service Station—1201 Bridge St.—Phila., Pa.
Harry Straub—62nd & Lancaster Ave—Phila., Pa.
John W Marsh—21st & Ridge Ave—Phila., Pa.
Ed Jones—23rd & South Sts.—Phila., Pa.
Paul J. Rafferty—39th & Woodland Ave—Phila., Pa.
M G Smith—Easton & Bradfield Roads, Roslyn, Pa.
J. P. Lee—52nd & Woodland—Phila., Pa.
E S Sprague—Chester & Fairview—Swarthmore, Pa.
T. Riter—Garrett & Huntley Rds—Upper Darby, Pa.
D. J. Fowler—Hampden & Marshall Rds.—Upper Darby,
Pa.
W B Clark—Gay & Adams Sts.—West Chester, Pa.
D. W. White—Easton & Jenkintown—Glenside, Pa.
S. Dugross—Main & Ridge Aves.—Phila., Pa.
G. Hinds—Durham & Hulmeville Rds.—Newportsville, Pa.
Pinkerton's—Erie & "D" Streets—Phila., Pa.
E. T. Bartleson—Euclid & Tanner Sts.—Haddonfield,
N. J.
2616 M. Stow—Kings Highway & Linden—Haddonfield,
N. J.
M. Kozakewich, Jr.—S. 3rd Ave—Merchantville, N. J.
Sharon Hill Garage—Hook Rd & Chester Pike—Sharon
Hill, Pa.
Dan's Service—Germantown Ave & Plymouth—Morris-
town, Pa.
John Rice—Kedson & Waverly—Morton, Pa.

Don Keyser—Pennel & Lenni Rds—Lima, Pa.
 Doherty's Service—Baltimore Pike—Lima, Pa.
 H Konkle—Marshall & Wycombe—Lansdowne, Pa.
 J W Stevens—108 S. Keswick Ave—Glenside, Pa.
 J Stowe—Woodland & Primus Ave—Folcroft, Pa.
 Wm Ward—Bethlehem Pike & Valley Green Rd.—Flour-
 town, Pa.
 Stanley Budney—Bristol Pike & Park Ave—Eddington, Pa.
 J. Snively—Baltimore Pike—E. Lansdown, Pa.
 Young & Wilson—112 N. 63rd St.—Phila., Pa.
 James Wasser—4331 Roosevelt Blvd—Phila., Pa.
 H. Humphries—Roosevelt Blvd—Phila., Pa.
 M. Phillips—Bustleton Ave. & Philmont Rd—Phila., Pa.
 Edgar Lincoln—Cove Rd & Westfield—Pennsauken, N. J.
 Paul H Schlatter—Rte 25 & Hilton Rd.—Pennsauken, N. J.
 George Seward—Maple & Chapel Ave.—Merchantville,
 N. J.
 Zimmerman's Auto Repair—847 E. Luzione St.—Phila.,
 Pa.

2617

Refusals Hartford

Gaynor-Taylor Inc—1345 Barnum Ave.—Stratford, Conn.
 Frank's Sales—47 Railroad Ave.—South Norwalk, Conn.
 Duke's Service—163 West St.—Seymour, Conn.
 Jennings Atlantic—12 North St.—Danbury, Conn.
 T. Mancini—Putnam Pike Rd.—Bethel, Conn.
 Lines' Atlantic—New London & Pike & School—Glaston-
 bury, Conn.

Other Types of Refusals

Cove Road S S—314 Cove Rd.—Stamford, Conn (Now a
 Calso Sta.)
 Jack's S S—26 Richmond Hill Ave.—Stamford, Conn. (Not
 Goodyear)
 C Nelson—RFD #2—River Rd.—Seymour, Conn. (Not
 Goodyear)

- Fountain Garage—240 Putnam St.—New Haven, Conn.
(Not Goodyear)
- Junction Filling Sta.—Congress & Davenport—New Haven,
Conn. (Not Goodyear)
- Morrin's Auto Parts—Bridgeport Ave.—Milford Conn.
(Not Goodyear)
- Sherman's Service Center—1250 Kossuth St.—Bridgeport,
Conn. (Not Goodyear)
- Whitie's S S—129 Pine St.—Forestville, Conn. (Sells Lee)
- J. Nathan—Mill Plain Rd.—Danbury, Conn. (Not operat-
ing)
- G. Haddy—Hayestown Rd.—Danbury, Conn. (Not operat-
ing)
- G Gross—564 Delwell Ave.—New Haven, Conn.—Refused
- W. Bureau—Main St. Hampden, Mass.—Refused
- Barlow Motors, Ward St. Rockville, Conn.—Refused
- Padelford's Atl. Serv.—428 E. Main St.—Torrington, Conn.
- Tae's Serv. Sta.—878 Dirivell Ave, Hampden, Conn.—Calso
Station
- N. Beaudsy—Main & Noble St., Springfield, Mass., Does
not want valances
- 2618 Roberts Service—No. Sommers, Ct.
Vernon's Service—Vernon Center, Conn.
- W. Grosseboom—67 E. Main & Neal Court—Plainville,
Conn.
- Carpenter's Auto—590 Noble Ave—Bridgeport, Conn.
- Crain's Service—177 Post Road—Darien, Conn.
- H. Pozzuoli—Campwell & Brown—West Haven, Conn.
- F. H. Stolle—Main & Mill—Broodbrook, Conn.
- Ed's Service—North Road—Broadbrook, Conn.
- Midway Garage—1123 Main St.—S. Glastonbury, Conn.
- Sceery's S S—47 Main St.—Winsted, Conn.
- E. Warner—Boston Rd & Parker St.—Springfield, Mass.
- Post & Facey—282 Locust St. Springfield, Mass.
- Mayo Bros—250 Belmont Ave—Springfield, Mass.

Florence Motors—Depot St.—Florence, Mass.

M. J. Griffin, 65-69 Memorial Ave.—W. Springfield, Mass.

Petsch Bros.—Post Rd.—Warehouse Point, Conn.

Gregel Bros.—1429 Palsido Ave.—Windsor, Conn.

Litchfield Fuel Co.—Russell St.—Litchfield, Conn.

Geo. L. Parker—Boston Post Rd.—Old Saybrook, Conn.

2619

Refusal Boston

Edwards Motors—Wilbur & Macomber Sts.—Swansea, Mass.

Suspiro Bros—Rte #6 & Brayton—Somerset, Mass.

Kane's Atlantic—837 Allens & Carolina Ave.—Providence, R. I.

Trinity Battery—Broad & Somerset—Providence, R. I.

Janelle Bros—N. Westport, Mass.

Falmouth Auto Sales—Main St.—Falmouth, Mass.

Hunnting Motors—850 Main St.—Falmouth, Mass.

A. Dias—Stafford Rd. & Pelham St.—Fall River, Mass.

W. Tower—Putnam Pike—Chepocket, R. I.

Plymouth County Motors—Church & Montello St.—Brockton, Mass.

St. Angelo Motors—244 County Rd.—Barrington, R. I.

A. Lenechal—49 E. Ehn St.—Amesbury, Mass.

Other types of Refusals

Mills Radiator Service—585 Park Ave.—Worcester, Mass.

(Does not sell gas or acces.)

A. Jussourne—Quaker Lane & Centerville Rd.—Warwick, R. I. (Non-Goodyear)

W. Stedman—Main St.—Wakefield, R. I. (Non-Goodyear)

Veterans Service—990 Eddy & Reeder Sts.—Providence, R. I. (Non-Goodyear)

Viti Bros.—Croom St.—Providence, R. I. (Atlantic Oil Dlr only)

M. Esposito—Home & Chalkstone Ave.—Providence, R. I. (Mobile Dealer)

J. Vitali—210 High St.—Peacedale, R. I. (Non-Goodyear)
W. Dumas—281 Pulaski Blvd.—So. Bellingham, Mass. (Out
of business)

2620 Valance Structure Difficulties Boston

Triple Elm Station—Rte #138—West Kingston, R. I.
Ernest Waite—Russell Mills—S. Dartmouth, Mass.
H. Hamlin—Sandwich, Mass.
S. Ferrara—700 Douglas Ave.—Providence, R. I.
A. Caraccia—392 Broadway—Providence, R. I.
Sully Anton—Dean-Balbo-W. Exchange—Providence, R. I.
E. Licciardi—144 Laurel Hill Ave.—Providence, R. I.
Glenbridge Filling Sta. — Glenbridge & Manton Ave. —
Providence, R. I.
Tom's Atlantic Sta.—Dean & Carpenter Sts.—Providence,
R. I.
J. Pate—536 Branch Ave.—Providence, R. I.
C. Marianetti—470 Valley St.—Providence, R. I.
A. E. Grenier—Highland & Pleasant Sts.—Phenix, R. I.
J. Walsh—Main St.—Osterville, Mass.
J. MacCowan—East Main St.—Northboro, Mass.
Old State House Filling Station—Spring & Mills—New-
port, R. I.
A. Bibbins—484 Broadway—Methuen, Mass.
C. Greenwood—Cape Road—Mallapoissett, Mass.
A. Snell—573 Walnut St.—W. Lynn, Mass.
N. Lapuppo—Nunzio Auto Serv.—21 Orchard St.—Law-
rence, Mass.
Louis P. Ouellette—Eastern & Downing Sts.—Fall River,
Mass.
R and T SS—977 Washington St.—E. Weymouth, Mass.
E. Whitney—Main St.—Barnstable, Mass.
Baker Chevrolet—33 Washington St.—Taunton, Mass.

2621

Refusals Syracuse

Hoag, Stanley—Genesee & Burdick—Fayetteville, N. Y.
 Oscar Parrish—Main & Badger Sts.—Endicott, N. Y.
 Frank Funk—75 N. Main St.—Cortland, N. Y.
 F. H. Buongiorno—Chenango & Bromley Ave.—Bingham-
 ton, N. Y.

Other Refusals

Ken Alt—Rte US 11—Mattydale (Imp. to Adv.)
 Atlantic SS—189 Madison Ave.—Oneida, N. Y. (Imp. to
 Adv.)
 L. J. Glass—Rte US 11—Adam Center, N. Y. (Imp. to
 Adv.)
 Ray Cochran—Rte 96 & Mill St.—Condor, N. Y. (Going
 out of bus.)
 B. B. Johnson—Rte 17—Chester, N. Y. (Out of bus.)

2622 Valance Structure Difficulties Syracuse

Hugh Killam—Sandy Creek, N. Y.
 Battle-Anthony—Court St. Ext.—E. Syracuse, N. Y.
 J. A. Massey—Wellesley Island—Alexandria Bay, N. Y.
 F. Churchill—Rte 9W—Marlboro, N. Y.
 John Cawlin—Rte 208—Burnside, N. Y.
 Ira H. Hosmer—Adams, N. Y.

2623 Valance Structure Difficulties Newark

Lally's—8th & Central—Ships Bottom, N. J.
 Kardos Bros.—Hawk & New Brunswick—Phillipsburg,
 N. J.
 Rufus Cramer—Route S-40—Manahawken, N. J.
 Joe's SS—Main & Union St.—Lodi, N. J.
 Ray's Auto Service—339 South Ave.—Fanwood, N. J.
 Arthur Kenney—North Park & Springdale Ave.—E. Or-
 ange, N. J.
 A. & V. Apicella—Route 22—Clinton, N. J.

R. Wright—Main & Bond Sts.—Chatham, N. J.
F. Gennell—Belleville & Union Ave.—Belleville, N. J.
Franklin Clark—Route 21—Stewartsville, N. J.
Lewis Richards—21 Vandemar Ave.—Somerville, N. J.
Melvin Perrine—123-39 E. Fifth—Plainfield, N. J.
Lincoln Garden Garage—298 Jersey Ave.—New Brunswick,
N. J.
Mrs. Clarence Fox—Frenchtown Rd.—Milford, N. J.
John Gelger—Campbell Jct.—Belford, N. J.
Robert Voorhees—Main St.—Holmdel, N. J.
Paul Mercante, 318 Sip Ave.—Jersey City, N. J.

2810

Commission Exhibit No. 168.

2624

COMMISSION EXHIBIT NO. 168.

October 17, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. L. K. Maisel
Syracuse, N. Y.

Dear Sir:

We are listing below Atlantic accounts in Goodyear's Albany district who refused to permit their sign crew to identify the stations with Goodyear signs and decals, for your appropriate action:

William Wilde
Fort Johnson, N. Y.
Burks Garage
Albany, N. Y.
Stalders Service
Station
Scotia, N. Y.
E. R. Dickinson
Hudson Falls, N. Y.

Comments by Identification
Field Representative

Does not want Goodyear identification—dud.
Going Esso

Dud

After identifying several of Mr. Dickinson's stations, I find that he is not sure he is going Goodyear. He is trying to play both ends against the middle between Lee and Goodyear.

Very truly yours,

W. C. Hoffman

RI

Commission Exhibit No. 169.

2811

2626

COMMISSION EXHIBIT NO. 169.

October 17, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. M. G. Davis

Att: Mr. T. L. Walsh
Providence, R. I.

Dear Sir:

Goodyear has reported that the Stevens Motors, Lebanon, Vt. had refused to permit their sign crew to identify the station with Goodyear signs and decals.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman

RI

2812

Commission Exhibit No. 170A.

2628

COMMISSION EXHIBIT NO. 170A.

October 24, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. W. J. Jackson
Room 1218

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Philadelphia, South Jersey and Newark Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman

H

Attachment

2630 COMMISSION'S EXHIBIT NO. 170B-F.

Refusal Philadelphia

Akron Service Station—Akron and Pratt St.—Philadelphia, Pa.

Ben's Auto Repair—I and Atlantic St.—Philadelphia, Pa.

W. J. O'Driscoll—Crystal and Tioga—Philadelphia, Pa.

Guy Haden Motors—912 North Broad St.—Philadelphia, Pa.

Hallatt—Harding Highway—Mays Landing, N. J.

Callahan Motors—Clifton—Collingdale, Pa.

M and H Motors—Lancaster Pike—Ardmore, Pa.

W. Bean—Main and Forrest Sts.—Jeffersonville, Pa.

W. E. Mager—Main and Trenton Ave.—Hulmeville, Pa.

A. K. Margerum—Route #13—Edgely, Pa.

Johnson Service Station—State Rd. and Cedar Ave.—Croyden, Pa.

Sheer's Super Service—2095 North 63rd St.—Philadelphia, Pa.

Wynnefield Service—54th and Montgomery Ave.—Philadelphia, Pa.

Sentman Motors—56th and Chestnut Sts.—Philadelphia, Pa.

M. Craig—Rising Sun and Lardner—Philadelphia, Pa.

Frankford Sales—4800 Frankford Ave.—Philadelphia, Pa.

Segal and Son—21st and Fitzwater—Philadelphia, Pa.

Sylvania Auto—1946 McKean St.—Philadelphia, Pa.

Quaker City Garage—929 Lace St.—Philadelphia, Pa.

Rubin Brothers—Oxford Pk. and Foulkrod—Philadelphia, Pa.

Marianni Auto Service—Tulip and Ontario—Philadelphia, Pa.

Thomas Campion—Old York Rd. and Washington Lane—Jenkintown, Pa.

Thomas Campion—481 York Road—Jenkintown, Pa.

Abrahn Van Brunt—Burmout Road and Woodland Ave.—
Drexel Hill, Pa.

Neil O'Brien—North Lane and Fayette St.—Conshocken,
Pa.

W. C. Matlack—Hessian and Red Bank—Thorofare, N. J.

Fred Regal—Black Horse Pike—W. Collingswood, N. J.

Wallace Brothers—9th Street—Ocean City, N. J.

Charles and Leary—Lancaster Pike—Wayne, Pa.

A. Caccia—1206 Lancaster Ave.—Rosemont, Pa.

Leedon's Service Station—Street Road and 2nd St.—South-
hampton, Pa.

James Moore—Baltimore and South Ave.—Media, Pa.

J. Turney—Burmout and Jones—Drexel Hill, Pa.

Parkes and Dawn—Westchester Pike—Broomall, Pa.

Brookline Service Station—Darby Road and Brookline
Blvd. —Brookline, Pa.

H and G Service—Lancaster Pike—Berwyn, Pa.

Other Types of Refusals.

S. DePasquale—Marlton Pike and Delaware—South—Mer-
chantville, N. J. (Not going Goodyear)

E. Shank—McDede Blvd. and Ridley—Folsom, Pa. (Non
Goodyear)

Chappies—Garrett and Wembley—Upper Darby, Pa. (Non
Goodyear)

P. Burwell—1919 North 21st Street—Philadelphia, Pa. (Not
handling tires or batt.)

Bede's Service—Randolph and Oregon—Philadelphia, Pa.
(Lee Distributor)

Marcus Hook—10th and Green—Marcus Hook, Pa. (Not
handling line)

Green's—214 East 5th Street—Chester, Pa. (Has not
signed)

W. White—2142 Darby Road—Oakmont, Pa. (Not handling
line)

- 2632 F. E. Somers—2nd and Vine Streets—Milville, N. J.
(Seiberling Distributor)
H. Mohr—State and Whitehead Sts.—Trenton, N. J. (Good-
rich Dealer)
Jas. Woodbury—O'Donnell Lane—Palmyra, N. J. (Impl. to
Adv.)
J. Harrington—Route #23—Valley Forge, Pa. (Impl. to
Adv.)
G. I. Service—Maple Glen—Maple Glen, Pa. (Impl. to Adv.)
Ed. McLaugalin—Cobbinville and Allentown Rd.—Allen-
town, N. J. (Out of business)
J. K. Wilson—69th and Buist Ave.—Philadelphia, Pa. (Out
of business)

Valance Structural Difficulties

- Wm. Long—White Horse Pike and Taylor—Audubon, N. J.
Frank Monzo—Hafville and County House Rd.—Black-
wood Terrace, N. J.
F. G. Santacapeto—Haddon and Atlantic—Camden, N. J.
Harry Jones—Crescent Blvd. and Park—Collingswood,
N. J.
J. V. Neale—221 S. Black Horse Pike—Mt. Epariam, N. J.
Mrs. E. Hubschmidt—Route #46—Mullica Hill, N. J.
Harry Richie—18 Front Street—Salem, N. J.
Ed Taylor—Sweedsboro, N. J.
James A. Gould—Salem Road—Mt. Royal, N. J.
Thomas Lattiere—Route #40—Medford, N. J.
F. Pervi—517 Shore Road—Northfield, N. J.
R. H. Vassallo—Malaga, N. J.
Russell King—High and Oak—Millville, N. J.
Paul Van S. Choick—3rd and Landis—Vineland, N. J.
J. W. Suiter—Main Street—Pennsville, N. J.
C. G. Smith—Grant and Market—Salem, N. J.
W. F. Pearson—Elmer, N. J.
A. Link—Broad and Atlantic—Bridgeton, N. J.

James Glass—Pacific and Colorado—Longport, N. J.

J. A. Miller—Haddon and Atlantic Blvd.—Atlantic City,
N. J.

J. Ruane—Verona and Lyons Court—Pleasantville, N. J.

Joseph Groner—Superhighway and Highland—Parkland,
N. J.

Harvey Furness—150 South Main St.—Yardley, Pa.

L. C. Finney—Buck Road—Holland, Pa.

J. Barton—Pond Street—Bristol, Pa.

W. H. Stearn—Bristol Pike—Andalusia, Pa.

A. Raupp—Lincoln Highway—Pennel, Pa.

A. Tate—1402 North 51st Street—Philadelphia, Pa.

S. Berman—29th and Somerset—Philadelphia, Pa.

Wilmer Cassel—Hunting Park and Pacific—Philadelphia,
Pa.

Gerald Dougherty—33rd and York Street—Philadelphia,
Pa.

Dave Furman—Midvale and River Drive—Philadelphia,
Pa.

Dave Hamilton—9th and Venango—Philadelphia, Pa.

Uncle Sam's Motors—York Road and Rising Sun Ave.—
Philadelphia, Pa.

Dakota Garage—246 South 59th Street—Philadelphia,
Pa.

2634 J. Sullivan—6101 Ridge Ave—Philadelphia, Pa.

George Stevenson—Beechwood Street and Wyncote
—Philadelphia, Pa.

O'Connell Motors—6715 Ridge Ave—Philadelphia, Pa.

H. E. Neger—200 W. Rosemar Street—Philadelphia, Pa.

Eppy's—8th and Wyoming—Philadelphia, Pa.

—'s Service Station—Thompson and Westmoreland—
Philadelphia, Pa.

Juanita Service—Erie Ave and Bennington St.—Philadel-
phia, Pa.

Walsh Auto—999 Anchor Street—Philadelphia, Pa.

- R. Spiegelman—Boudinot and Ruscomb St.—Philadelphia, Pa.
- Wm. Ruckrein—Front and Wingohocking St.—Philadelphia, Pa.
- R. B. Lloyd—Kensington and Sedgley—Philadelphia, Pa.
- Frank Braidfield—Frankford and Tyson—Philadelphia, Pa.
- Atlantic Auto—12th and Porter—Philadelphia, Pa.
- Rip's Service—Delaware and Beach—Philadelphia, Pa.
- E. O'Brien—2nd and Huntington—Philadelphia, Pa.
- Ray Duster—5317 Warren St.—Philadelphia, Pa.
- J. Drager—68th and Woodland—Philadelphia, Pa.
- V. C. Ascenz—49th and Lancaster—Philadelphia, Pa.
- Harry Cooker—3842 Lancaster Ave.—Philadelphia, Pa.
- Howard Miller—3321 Frankford—Philadelphia, Pa.
- John Keglee—Front and Moore—Philadelphia, Pa.
- J. and H. Auto—132 North 3rd St.—Philadelphia, Pa.
- Frank's Service—22nd and Ritner—Philadelphia, Pa.
- John Calhoun—2525 Moore St.—Philadelphia, Pa.
- Apex Garage—212 North Juniper St.—Philadelphia, Pa.
- Tom's Service—Griscom and Orthodox—Philadelphia, Pa.
- Randy's Service Station—Unity and Wingohocking—Philadelphia, Pa.
- John and George Atlantic—2658 Frankford Ave.—Philadelphia, Pa.
- Lew's Auto Service—9337 Torresdale Ave.—Philadelphia, Pa.
- Carl Dolente—2330 Frankford—Philadelphia, Pa.
- P. Karpouski—2835 Tulip St.—Philadelphia, Pa.
- W. Becher—1201 Cottman St.—Philadelphia, Pa.
- R. Glanzmann—2nd and Diamond—Philadelphia, Pa.
- R. Foehl—2235 North 10th Street—Philadelphia, Pa.
- Jon's Service Station—975 Frankford Ave.—Philadelphia, Pa.
- A. Parone—6th and Sedgley—Philadelphia, Pa.

George Salomskas—3401 Richmond St.—Philadelphia, Pa.
Pat's Service Station—1201 Bridge St.—Philadelphia, Pa.
Harry Straub—62nd and Lancaster Ave.—Philadelphia,
Pa.

John W. Marsh—21st and Ridge Ave.—Philadelphia, Pa.
Ed Jones—23rd and South Sts.—Philadelphia, Pa.
Paul J. Rafferty—39th and Woodland Ave.—Philadelphia,
Pa.

M. G. Smith—Easton and Bradfield Roads—Roslyn, Pa.
J. P. Lee—52nd and Woodland—Philadelphia, Pa.
E. S. Sprague—Chester and Fairview—Swarthmore, Pa.
T. Riter—Garrett and Huntley Roads—Upper Darby, Pa.
— — Fowler—Hampden and Marshall Roads—Upper
Darby, Pa.

W. B. Clark—Gay and Adams Sts.—West Chester, Pa.
D. W. White—Easton and Jenkintown—Glenside Pa.
S. Dugross—Main and Ridge Aves.—Philadelphia, Pa.
G. Hinds—Durham and Hulmeville Rds.—Newportsville,
Pa.

Pinkerton's—Erie and "D" Streets—Philadelphia,
Pa.

2636 E. T. Bartelson—Euclid and Tanner Sts.—Haddon-
field, N. J.

M. Stow—Kings Highway and Linden—Haddonfield, N. J.

M. Kozakewich, Jr.—South 3rd Ave.—Merchantville, N. J.

Sharon Hill Garage—Hook Rds. and Chester Pike—Sharon
Hill, Pa.

Dan's Service—Germantown Ave. and Plymouth—Norris-
town, Pa.

John Rice—Kedron and Waverly—Morton, Pa.

Don Keyser—Pennel and Lenni Rds—Lima, Pa.

Doherty's Service—Baltimore Pike—Lima, Pa.

H. Konkle—Marshall and Wycombe—Lansdowne, Pa.

J. W. Stevens—108 South Keswick Ave.—Glenside, Pa.

J. Stowe—Woodland and Primus Ave.—Folcroft, Pa.

- Wm. Ward—Bethlehem Pike and Valley Green Rd.—Flourtown, Pa.
Stanley Budney—Bristol Pike and Park Ave.—Eddington, Pa.
J. Snively—Baltimore Pike—E. Lansdowne, Pa.
Young and Wilson—112 North 63rd St.—Philadelphia, Pa.
James Wasser—4331 Roosevelt Blvd.—Philadelphia, Pa.
H. Humphries—Roosevelt Blvd.—Philadelphia, Pa.
M. Phillips—Bustleton Ave. and Philmont Rd.—Philadelphia, Pa.
Edgar Lincoln—Cove Road and Westfield—Pennsauken, N. J.
Paul H. Schlatter—Route #25 and Hilton Road—Pennsauken, N. J.
George Seward—Maple and Chapel Ave.—Merchantville, N. J.
Zimmerman's Auto Repair—847 East Luzerne St.—Philadelphia, Pa.

2638 Valance Structure Difficulties Newark.

- Lally's—8th and Central—Shipsbottom, N. J.
Kardos Brothers—Hawk and New Brunswick—Phillipsburg, N. J.
Rufus Cramer—Route #S-40—Manhawken, N. J.
—'s Service Station—Main and Union St.—Lodi, N. J.
Ray's Auto Service—339 South Ave.—Fanwood, N. J.
Arthur Kenney—North Park and Springdale Ave.—East Orange, N. J.
A. and V. Apicella—Route #22—Clinton, N. J.
R. Wright—Main and Bond Sts.—Chatham, N. J.
F. Gennell—Belleville and Union Ave.—Belleville, N. J.
Franklin Clark—Route # 24—Stewartsville, N. J.
Lewis Richards—21 Vandever Ave.—Somerville, N. J.
Melvin Perrine—123-39 East Fifth—Plainfield, N. J.

2820

Commission Exhibit No. 171A.

Lincoln Garden Garage—298 Jersey Ave.—New Brunswick,
N. J.

Mrs. Clarence Fox—Frenchtown Road—Milford, N. J.

John Gelger—Campbell Junction—Belford, N. J.

Robert Voohees—Main Street—Holmdel, N. J.

Paul Mercante—318 Sip Ave.—Jersey City, N. J.

2640

COMMISSION EXHIBIT NO. 171A.

October 24, 1951

TBA WCH

Goodyear Program

Atlantic Station Identification

Mr. M. G. Davis
Providence, R. I.

Attention: Mr. T. L. Walsh

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Hartford and Boston Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman.

H

Attachment

2642

COMMISSION EXHIBIT NO. 171B-D.

Refusals Hartford.

Gayner—Taylor Inc.—1345 Bamum Ave.—Stratford, Conn.
Frank's Sales—47 Railroad Ave.—South Norwalk, Conn.
Duke's Service—163 West Street—Seymour, Conn.
(Illegible) Atlantic—12 North Street—Danbury, Conn.
(Illegible) Mancini—Putnam Pike Road—Bethel, Conn.
Lines' Atlantic—New London Turnpike and School—Glas-
tonbury, Conn.

Other Types of Refusals.

Cove Road Service Station—314 Cove Road—Stamford,
Conn. (Now a Calso Station)
Jack's Service Station—26 Richmond Hill Ave.—Stamford,
Conn. (Not Goodyear)
C. Nelson—RFD #2 River Road—Seymour, Conn. (Not
Goodyear)
Fountain Garage—240 Putnam Street—New Haven, Conn.
(Not Goodyear)
Junction Filling Station—Congress and Davenport—New
Haven, Conn. (Not Goodyear)
Morrius' Auto Parts—Bridgeport Ave.—Milford, Conn.
(Not Goodyear)
Sherman's Servicer—1250 Kossuth Street—Bridgeport,
Conn. (Not Goodyear)
Whitie's Service Station—129 Pine Street—Forestville,
Conn. (Sells Lee)
J. Nathan—Mill Plain Road—Danbury, Conn. (Not Oper-
ating)
G. Haddy—Hayestown Road—Danbury, Conn. (Not Oper-
ating)
G. Gross—564 Dexwell Ave.—New Haven, Conn. (Refused)
W. Bureau—Main Street—Hampden, Mass. (Refused)

2822 *Commission Exhibit No. 171B-D.*

Barlow Motors—Ward Street—Rockville, Conn. (Refused)
Padelford's Atlantic Service—428 East Main Street—Tor-
rington, Conn. (Refused)

Tac's Service Station—878 Driwell Ave.—Hampden, Conn.
(Calso Station)

N. Beaudry—Main and Noble Street—Springfield, Mass.
(Does not want valances)

2644 Valance Structure Difficulties Hartford.

Roberts Service—North Sommers, Conn.

Vernon's Service—Veron Center, Conn.

W. Grosseboom—67 East Main and Neal Court—Plainville,
Conn.

Carpenter's Auto—590 Noble Ave.—Bridgeport, Conn.

(Illegible) Service—177 Post Road—Darien, Conn.

(Illegible) Pozzuoli—Campwell and Brown—West Haven,
Conn.

F. H. Stolle—Main and Mill—Broadbrook, Conn.

Ed's Service—North Road—Broadbrook, Conn.

Midway Garage—1123 Main Street—S. Glastonbury, Conn.

Scelry's Service Station—47 Main Street—Winsted, Conn.

E. Warner—Boston Road and Parker Street—Springfield,
Mass.

Post and Facey—282 Locust Street—Springfield, Mass.

Mayo Brothers—252 Belmont Ave.—Springfield, Mass.

Florence Motors—Depot Street—Florence, Mass.

M. J. Griffin—65-69 Memorial Ave.—W. Springfield, Mass.

Petsch Brothers—Post Road—Warehouse Point, Conn.

Gregel Brothers—1429 Palsido Ave.—Windsor, Conn.

Litchfield Fuel Co.—Russel Street—Litchfield, Conn.

George L. Parker—Boston Post Road—Old Saybrook,
Conn.

Refusal Boston.

Edwards Motors—Wilbur and Macomber Sts.—Swansea, Mass.

Suspiro Brothers—Route #6 and Brayton—Somerset, Mass.

Kane's Atlantic—837 Allens and Carolina Ave.—Providence, R. I.

Trinity Battery—Broad and Somerset—Providence, R. I.

Janelle Brothers—North Westport—North Westport, Mass.

Falmouth Auto Sales—Main Street—Falmouth, Mass.

Hunting Motors—850 Main Street—Falmouth, Mass.

A. Dias—Stafford Road and Pelham Street—Fall River, Mass.

W. Tower—Putnam Pike—Chepachet, R. I.

Plymouth County Motors—Church and Montello St.—Brockton, Mass.

St. Angelo Motors—244 County Road—Barrington, R. I.

A. Lenechal—49 Elm Street—Amesbury, Mass.

Other Types of Refusals

Mills Radiator Service—585 Park Ave.—Worcester, Mass.
(Does not sell gas or acces.)

A. Jussourne—Quaker Lane and Centerville Rd.—Warwick, R. I. (Non Goodyear)

(Illegible)—Main Street—Wakefield, R. I. (Non Goodyear)

Veterans Service—990 Eddy and Reeder Sts.—Providence, R. I. (Non Goodyear)

Viti Brothers—Croom Street—Providence, R. I. (Atlantic Oil Dealer only)

2646 M. Esposito—Home and Chalkstone Ave.—Providence, R. I. (Mobile Dealer)

J. Vitali—210 High Street—Peacedale, R. I. (Non Goodyear)

W. Dumas—281 Pulaski Blvd.—South Bellingham, Mass.
(Out of business)

Valance Structure Difficulties

- Triple Elm Station—Route #138—West Kingston, R. I.
Ernest Waite—Russel Mills—S. Dartmouth, Mass.
H. Hamlin—Sandwich, Mass.
S. Ferrara—700 Douglas Ave.—Providence, R. I.
A. Caraccia—392 Broadway—Providence, R. I.
Sully Anton—Dean-Balbo-W. Exchange—Providence, R. I.
R. I.
E. Licciardi—144 Laurel Hill Ave.—Providence, R. I.
Glenbridge Filling Station—Glenbridge and Manton Ave.
—Providence, R. I.
Tom's Atlantic Station—Dean and Carpenter Streets—
Providence, R. I.
J. Pate—536 Branch Ave.—Providence, R. I.
C. Marianetti—470 Valley Street—Providence, R. I.
A. E. Grenier—Highland and Pleasant Streets—Phenix,
R. I.
J. Walsh—Main Street—Osterville, Mass.
J. MacCowan—East Main Street—Northboro, Mass.
Old State House Filling Station—Spring and Mills Roads
—Newport, R. I.
A. Bibbins—484 Broadway—Methven, Mass.
C. Greenwood—Cape Road—Mattapoisett, Mass.
A. Snell—573 Walnut Street—W. Lynn, Mass.
N. Lapuppo-Nunzio Auto Service—21 Orchard Street—
Lawrence, Mass.
Louis P. Oullette—Easter and Downing Streets—Fall
River, Mass.
R and T Service Station—977 Washington Street—E. Wey-
mouth, Mass.
E. Whitney—Main Street—Barnstable, Mass.
Baker Chevrolet—33 Washington Street—Taunton, Mass.

2648 COMMISSION EXHIBIT NO. 172A.

October 24, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. L. K. Maisel
Syracuse, N. Y.

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Syracuse and Buffalo Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman.

H

Attachment

Refusals. Syracuse.

Hoag, Stanley—Genesee and Burdick—Fayetteville, N. Y.
 Illegible ~~Harris~~—Main and Badger Streets—Endicott,
 N. Y.

Frank Funk—75 North Main Street—Cortland, N. Y.

F. H. Buongiorne—Chenango and Bromley Ave—Bingham-
 ton, N. Y.

Other Types of Refusals.

Atlantic Service Station—189 Madison Ave—Oneida, N. Y.
 (Impl to Adv.)

L. J. Glass—Route U. S. #11—Adam Center, N. Y. (Impl.
 to Adv.)

Ray Cochran—Route # 96 and Mill Street—Condor, N. Y.
 (Going out of business)

B. B. Johnson—Route # 17—Chester, N. Y. (Out of busi-
 ness)

Ken Alt—Route U. S. #11—Mattydale, N. Y. (Impl. to
 Adv.)

Valance Structure Difficulties.

Hugh Killam—Sandy Creek, N. Y.

Battle-Anthony—Court Street Extension—East Syracuse,
 N. Y.

J. A. Massey—Wellesley Island—Alexandria Bay, N. Y.

F. Churchill—Route # 9 West—Marlboro, N. Y.

John Cawein—Route # 208—Burnside, N. Y.

Ira H. Hosmer—Adams, N. Y.

2652

COMMISSION EXHIBIT NO. 173.

July 17, 1951

TBA WCH

Goodyear Program
Progress Report

Messrs. M. G. Davis

Atten: T. L. Walsh—Providence, R. I.

L. K. Maisel—Syracuse, N. Y.

Dear Sir:

With further reference to T.B.A. Bulletin # 17 of June 1st the information that we now need is the number of Dealers by Atlantic District that were turned over to Goodyear at the inception of the Program for 1209 approval.

Very truly yours,
W. C. Hoffman

P

2654

COMMISSION EXHIBIT NO. 173A.

Goodyear T.B.A. Bulletin # 17

June 1, 1951

Messrs. J. O. Estlow

H. W. Jollie

G. V. Ostrander

Atlantic Marketing Program

T.B.A.

Fair Trade Agreements. The Wall Street Journal for May 22 contained the following article.

"The Supreme Court ruled yesterday in a 6 to 3 decision, that retailers who do not sign 'Fair Trade' agreements may ignore manufacturers' suggested retail prices. The decision jeopardized enforcement of

'fair-trade' laws in 45 states because it invalidates the non-signer clause which provides that the signature of one retailer to a minimum price agreement makes all other retailers in the state subject to the agreement. Fair Trade laws written without a non-signer clause have proved ineffective.

Yesterday's decision was concerned with a New Orleans supermarket which refused to follow minimum prices set by two national distillers. The distillers based their action on the Miller-Tydings Act, which exempts businesses from anti-trust prosecutions in states permitting resale price maintenance, and which they said was intended to permit the use of non-signer clauses.

The Supreme Court ruled that since the Miller-Tydings Act does not mention the non-signer clause, it could not assume such a provision was meant to be allowed. The Court said, 'Certainly the words used connote a voluntary scheme. Contracts or agreements convey the idea of a cooperative arrangement, not a program whereby recalcitrants are dragged in by the heels and compelled to submit to price fixing'. The majority opinion went on to say that the Miller-Tydings Act specifically continues prohibition of the Sherman Act against 'horizontal' price fixing agreements between retailers or between wholesalers or among other competitors at the same level. 'Therefore', said the Court, 'when a state compels retailers to follow a parallel price policy, it demands private conduct which the Sherman Act forbids'.

Fair Trade laws are of particular importance to the liquor and drug industries, but also cover a wide range of products, from soap and shortening to consumer durable goods such as vacuum cleaners and electric clocks. The Justice Department and the Federal Trade Commission have always considered Fair Trade laws as running counter to anti-trust and anti-inflation programs."

Fair traded products in the Goodyear line are identified by an asterisk (*) on the Catalog Page.

2655

COMMISSION EXHIBIT NO. 173B-C.

Goodyear T.B.A. Bulletin # 17

June 1, 1951

Goodyear Program

Bulletins. We are attaching an extra copy of this T.B.A. Bulletin, which we suggest be referred to the Goodyear Petroleum Representative in your Region, by your T.B.A. Coordinator.

We also suggest that information be deleted which would be of no interest to him.

Car & Home 1951 Spring and Summer Supplement No. 1 —5/25/51: Copies of Dealer and Distributor 1951 Spring and Summer Supplement No. 1 was mailed to all names on the Car & Home catalog mailing list.

Car & Home Merchandise Price Book Holders should make the necessary changes in the 1951 Spring and Summer Catalog and the Dealer and Distributors Price Lists.

Progress Report. We attach Progress Reports received from Goodyear which represent the results of activities through May 21, 1951 and through May 28, 1951, by Goodyear District.

Will you please arrange to forward to this office the net number of Atlantic Dealers, by Goodyear District, that have been nominated in your Region on the Goodyear G-1209 Form to date. Also, please notify us weekly of any changes that may be made thereafter, so that this report may be kept current.

Sales Promotion. The subscriptions to the Goodyear Small Display Package Service which was sold to dealers at \$1.50, far outdistanced Goodyear's most optimistic expectations. Therefore, the # 1 Package will not be sent to Atlantic Dealers and the prorated cost for the two remaining kits in the small Display Package Service will be only \$1.00.

If additional copies of the # 1 Package were run they would not be available much before the # 2 Package. However, Goodyear will mail miscellaneous point-of-sale promotional material to their Goodyear districts, which can be picked up by Atlantic Salesmen for distribution to their dealers, at no charge, and which can be used until the # 2 Package is available.

Station Equipment. Will you please supply this office, as promptly as possible, a list of service station locations in your Region that you expect to open in the following 90-day period, and also a list of equipment which can be ordered from Goodyear, that will be needed at each location.

Thereafter, it will be necessary to give us this information monthly, since it takes 60 to 90 days to obtain certain equipment from Goodyear for use in new stations that may be opened in your Region.

Tires & Tubes

June Tire Allocation. We have just received notice from Goodyear of the quantities of tires to be assigned to the Goodyear supply points for their distribution to Atlantic-Goodyear outlets during the month of June 1951. The quantity assigned for your Region is Passenger Car Tires and Truck Tires.

2656 Accessories

AC Oil Filters—5/21/51. A release was made to Price Book Holders in the Goodyear Boston, Hartford, Albany and Syracuse Districts only, except Oil Companies. This release was mailed direct to your T.B.A. Coordinator, by Akron.

The release listed a representative line of AC Oil Filters which has been placed in the Boston Car & Home Ware-

house, primarily for Atlantic Refining Company outlets, and also for other Car & Home accounts.

The AC basic requirements for eligibility as an AC Oil Filter Jobber are the same as those required for AC Spark Plug Jobber eligibility.

In the near future, a representative of the AC Spark Plug Company will call at each Goodyear District Office, for the purpose of investigating prospective AC Oil Filter Jobbers, and to make application for jobber compensation where eligibility is established.

Car & Home Merchandise Bulletin # 16—5/23/51. A copy of the Car & Home Merchandise Bulletin # 16 has been mailed to your T.B.A. Coordinator. We wish to call their attention to two items which will be of interest to your dealers.

Seat Cover Swatch Books. A shipment of the Goodyear 1951 Seat Cover Swatch Book 022-6995 has been sent to each Goodyear district office. These swatch books should be picked up by Atlantic Salesmen and passed out to their most likely seat cover account prospects, at no charge.

Johnson Heavy Duty Cleaner. The S. C. Johnson Company has just announced the immediate availability of their new product, Johnson Heavy Duty Cleaner—pints. This product will be nationally advertised and will be recommended for use preparatory to the application of Car Plate. We suggest that caution be used in promoting the sale of this product, since it is only necessary to use a Heavy Duty Cleaner on the older model cars.

Miscellaneous

Steam Bags—5/22/51. The addition of three Sectional Steam Bags for use in repairing large off-the-road truck tires was mailed to Price Book Subscribers and Recappers. This should be given only passing interest, and may be

discarded by Atlantic Salesmen.

Toys and Sporting Goods—4/25/51. We attach a copy of Goodyear's 1951 Holiday toys, bicycles, juvenile wheel goods and sporting goods wholesale catalog which was mailed to all Price Book Holders except oil companies. This is for your T.B.A. Coordinator's information.

A letter is also attached outlining the program and including the terms.

We suggest that distribution of this information be limited and given only to those of your accounts that may be interested in these lines, and that can handle such a program.

S. J. Heideman

2657

COMMISSION EXHIBIT NO. 173D.

The Atlantic Refining Company

Progress through May 21, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	473	192	128	35	180	281	202	1491
2. Total number of Atlantic dealers and distributors signed to date as direct dealers	18	1	26	5	9	19	6	82
3. Total number of supplying dealers	0	6	2	5	8	33	27	81
4. Lee Tires adjusted	240	8	45	4	72	79	32	480
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	408	1	130	33	85	175	125	957

2658

COMMISSION EXHIBIT NO. 173E.

The Atlantic Refining Company

Progress through May 28, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	517	302	136	29	180	281	202	1647
2. Total number of Atlantic Supplying Dealers signed direct	18	7	26	7	9	19	21	105
3. Total number of Goodyear dealers and stores acting as supply points	0	25	2	4	8	14	6	59
4. Lee Tires adjusted	270	8	50	2	74	116	51	580
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	427	1	131	33	85	225	125	1027

2834

Commission Exhibit No. 174.

2659

COMMISSION EXHIBIT NO. 174.

The Atlantic Refining Company

Petroleum Products

Hospital Trust Building

Providence 1, R. I.

Sept. 7, 1951

GM:D:TLW

Goodyear Program

Mr. S. J. Heideman
Philadelphia, Pa.

Dear Sir:

In accordance with telephone conversation, following is the number of accounts we have turned over to Goodyear, by district:

Providence—	103
Worcester—	57
Springfield—	98
Hartford—	74
Boston—	138
Fall River—	49
New Haven—	79
Bridgeport—	56

Yours very truly,

M. G. Davis

TLW/sc

2661

COMMISSION EXHIBIT NO. 175.

The Atlantic Refining Company
Incorporated

Petroleum Products

N. Salina & W. Genesee Sts.
Syracuse 2, N. Y.

July 19, 1951

S:D:JBW

Goodyear Program
Progress Report

Mr. S. J. Heideman
TBA:WCH
Philadelphia, Pa.

Dear Sir:

As requested by your letter of July 17, we are advising you of the number of Atlantic Accounts turned over to Goodyear at the inception of the program.

These figures include distributors as well as dealers as we assume you are interested in all resellers rather than dealers alone.

We are listing the accounts by Goodyear and Atlantic Districts.

Goodyear District	Alb.	Buff.	Roch.	Atlantic District			Total
				S.T.	Syr.	Wtrn.	
Albany, N. Y.	25			3		27	55
Syracuse, N. Y.			1	99	108	68	276
Buffalo, N. Y.		82	100	33			215
Newark, N. J.	22						22
Totals	47	82	101	135	108	95	568

L. K. Maisel

2836

Commission Exhibit No. 176.

2663

COMMISSION EXHIBIT NO. 176.

Goodyear T.B.A. Bulletin #17

April 25, 1952

Goodyear Program

T.B.A.

Station Openings. We ask that you instruct your Districts to establish, as a regular practice, automatic and advance notice to the Goodyear District Office, of the openings of any new stations, or of change in proprietorship at any dealer location. Such notice will be mutually beneficial to both Goodyear and ourselves. It will enable Goodyear to complete any unfinished business with the outgoing dealer and, further, will enable them to anticipate and to move promptly in handling the new dealer's requirements.

This subject was initially mentioned in T.B.A. Bulletin #4 of February 1. The repetition merely adds "new stations", and will clarify the action desired.

S. J. Heideman

2665

COMMISSION EXHIBIT NO. 177.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

August 20, 1951

Mr. S. J. Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa.

Subject: Jennings Bros.
Cranston, R. I.

Dear Syd:

Van Akin, our Boston District Manager, recommends subject Atlantic account be approved as a C & H M Wholesaler. The account is set up with a wholesale route truck, travels a full time wholesale salesman, contacting a minimum of 60 service station accounts, which qualifies the account for the arrangement if it is willing to place an initial order in accordance with our policy.

A-C, Purolator and Westinghouse have already approved on that basis.

Before taking action, which seems for the best interest of all concerned, I am clearing with you before advising Mr. Harper, as if the account is an Atlantic Dealer it will reduce the rate of commission earned on C & H M.

Will you please advise as promptly as possible.

Sincerely,

S. A. Gaylord
Manager—Petroleum Sales Dept.

S A Gaylord
lfm

2838

Commission Exhibit No. 178.

2667

COMMISSION EXHIBIT NO. 178.

August 24, 1951

TBA WCH

**Goodyear Program
Jennings Bros.
Cranston, R. I.**

**Mr. S. A. Gaylord, Manager
Petroleum Company Sales
Goodyear Tire & Rubber Company
Akron 16, Ohio**

Dear Mr. Gaylord:

The New England Region Office does not wish to set the subject Atlantic account up as a C & H M Wholesaler. They would like to set this account up as an Oil Company Supplying Dealer.

We suggest that if there are any further questions concerning this, that Mr. Van Akin should contact Mr. T. L. Walsh.

Cordially yours,

W. C. Hoffman

2669

COMMISSION EXHIBIT NO. 179A-I.

Goodyear Program

Minutes Goodyear T.B.A. Coordinators' Meeting

October 12, 1951

Syracuse, N. Y.

The following were in attendance:

- Messrs. S. J. Heideman, Chairman, T.B.A. Sales
- L. K. Maisel, T.B.A. Coordinator, New York Region
- T. L. Walsh, T.B.A. Coordinator, New England Region
- W. C. Hoffman, Acting Secretary, T.B.A. Section

Mr. W. J. Jackson was absent due to illness but was polled on several of the questions prior to the meeting.

Guests: Mr. G. V. Ostrander, Regional Manager, New York Region

Mr. W. S. Shockley, Manager, Sales Group, New York Region

The meeting convened at 9:15 A.M.

I. Next Meeting Date

December 14, 1951, Room 1210, Atlantic Building, Phila., Pa.

II. Report on September Sales

The chairman reported that two regions showed a decrease in tire sales, three regions showed a decrease in battery sales and two regions showed a decrease in accessories sales for September, 1951 from sales in September, 1950. Members commented as follows:

- A. Tires—Mr. W. J. Jackson (Phila.-N.J.) reported that sales were off, due primarily, to reduction in purchasing capacity of associate dealers due to gas price war and lack of consumer demand.

Mr. Maisel (N.Y.) reported the following:

1. Lack of consumer demand.
2. Lee Competition.
3. Goodyear has not followed through on seeing that dealers are properly stocked.
4. Not as much effort put in, selling Goodyear, as under the old program.
5. Dealer credit difficulties.
6. Some sizes of tires still hard to get.

Mr. Walsh (New England) reported

1. Decline in consumer demand.
2. Sale of recaps has affected the new tire market.
3. Dealers bought ahead on certain sizes during the recent tire shortage.
4. Dealers are not "selling" tires.
5. Dealer credit difficulties.

Both New England and New York agreed that (a) Atlantic salesmen are putting in more time as a rule on the Goodyear T.B.A. Program than they did before; 2671 (b) some salesmen are getting a free ride where there is an aggressive Goodyear supplying dealer or store; (c) some areas are getting good support from year; (d) personnel are still enthusiastic.

Action:

- a. Mr. Maisel is to advise T.B.A. Section of specific cases of shortages in tire sizes.
- b. The Regions are to advise the T.B.A. Section of specific dealer credit difficulties which will be referred to Goodyear, Akron, for their handling.

New England reported that approximately 98% of their accounts have been signed on a Goodyear Program and that they are getting about 75% of the tire business they previously enjoyed from these accounts. New York reported that they had about 96% of their accounts signed on a Goodyear Program and that they were getting about 65% of their former tire business.. Both Regions agreed that there were two main difficulties in selling Goodyear tires:

1. The lack of road hazard guarantee is a stumbling block for the small dealer.
2. Low prices and discounts appeal to the larger Atlantic accounts.

The Chairman then asked the Committee members what they felt was needed to get the program operating properly. The New York Region felt that they had reached the turning point and that they were now looking for improvement. Both Regions agreed that a Goodyear tire story similar to the story of Goodyear battery advantage being prepared by Sales Promotion would be helpful.

There was some discussion as to whether Goodyear had an adjustment policy on bruise breaks on tires with less than 25% wear.

Action:

- a. T.B.A. Section to investigate Goodyear's bruise break policy and then to develop with Goodyear a program for training dealers in handling tire adjustments.
- b. T.B.A. Section will develop with Goodyear a method for proving that dealers can sell many more Goodyear tires than they can Lee's in order to offset extra discount offerings.
- c. T.B.A. Section to request Sales Promotion Section up a tire selling program similar to the battery story now being prepared by Sales Promotion.

B. Batteries—New England and New York Regions agreed that the following factors had affected battery sales:

1. Dealers were overstocked.
2. Battery life is being extended.
3. Competition's sales were also off.
4. Replacement shipments were off.

2673 The Chairman announced that the Sales Promotion Section is preparing a battery story which will point out the advantages of Goodyear batteries. This information will be given to salesmen and dealers in order to improve battery sales.

C. Accessories—Mr. Walsh reported that the situation is improving but that there are still problems to be corrected. The supply problem, insofar as warehouse and stores are concerned, is generally satisfactory, although the Boston warehouse at the present time has no stock of DuPont Sealer. Goodyear supplying dealers are still a problem in some areas. For example, in New England one Goodyear supplying dealer refuses to deliver accessories and the Atlantic salesman solicits dealer orders and delivers them in his own car. Mr. Walsh recommended that Goodyear, Akron, set up their supplying dealers so that they can offer distributor prices to associate dealers. Mr. Maisel reported that New York still had a problem in setting up satisfactory supplying dealer service and that the poor service from the Massillon, Ohio warehouse had not yet been corrected.

Action:

- a. The three Regions are to give the T. B. A. Section a detailed report of problems on accessories in their Regions.

- b. T. B. A. Section to recommend to Goodyear the need for encouraging Oil Company supplying dealers to offer distributor prices to associate dealers.
- T. B. A. Section will again follow up (third time) with Akron concerning service from Massillon, Ohio warehouse.

D. General—New York Region is using a form which lists the type of each account and also the purchase levels for all products. This information is supplied by Goodyear. A check on the progress of each account is made by comparing the activity reported on the G1204 form. If an account is not buying commensurate with the purchase level to which he is listed, this is quickly revealed in this comparison.

Action: The T. B. A. Section will request Goodyear's cooperation in furnishing this information for the other two Regions.

III. Fall Promotion—T. B. A. Flyers.

A report had previously been made to the Coordinators on the number of deals sold in their regions of the "bucket" promotion. Both New England and New York felt that the order blanks were late when received by salesmen, and apparently salesmen had not received sufficient information concerning the promotion. Both Regions received order blanks with Richfield Oil Company on them. New York Region suggested that a cover letter be mailed with future releases. New England reported that poor timing and bad mechanics were responsible for their poor showing.

Action: Goodyear is to be informed by T. B. A. Section about suggestions and complaints.

IV. Report on Warehouse Inventories.

The Chairman reported the company cost value of warehouse inventories on hand as of September 30, 1951.

- 2675 1. Tires—New York Region has most of the tire inventory which is made up of Lee tubes. Special price been given to sell out this inventory.
2. Batteries—The Chairman pointed out that it was imperative to dispose of our remaining battery inventory at once.
3. Battery Equipment—EX201 Chargers represents the major portion of this dollar inventory. Special prices on other battery equipment items appear to be satisfactory for quick movement at the present time.
4. Accessories—The major portion of this dollar inventory consists of tire chains. The New York Region was given special prices on certain accessory items.

Action:

- a. Mr. Maisel is to advise the T. B. A. Section the tire inventory that he is unable to sell and also furnish T. B. A. Section with the special prices that were quoted on certain accessory items.
- b. All three Regions are to advise the T. B. A. Section promptly what additional help, if any, is needed in selling the battery stocks.

V. Claimed Advantages for Goodyear Tires.

The Chairman exhibited a folder "Why Should I Buy Goodyear Tires" which was received in answer to our request for information as to the claimed advantages which are superior to other make tires. It was felt that more technical reasons should be obtained that these should be

used in the tire selling story referred to earlier in the meeting.

Action: The T. B. A. Section is to request these technical reasons and advantages from Goodyear.

VI. Batteries—Competitive Information.

The Chairman reported to the Committee members the information received from Goodyear in response to our request for information on combatting competition from Lee batteries. Some of this information will be incorporated in the sales story being prepared by the Sales Promotion Section referred to earlier in the meeting.

VII. Lee Tires and Batteries—Company Equipment.

A further discussion was held on this subject and it was agreed that since this factor is not a problem in the New York Region and since New England is making limited purchases of Goodyear tires for company equipment, no further action was needed at this time.

VIII. Lee and Exide Adjustments—Cutoff Date.

After considerable discussion it was recommended that March 31, 1952 be established as the cutoff date on Lee and Exide adjustments.

2677 Action: If no objections are apparent to this course of action after development with other regions and management, it will be adopted as policy.

IX. Tires—Special Promotion or Deal.

The T. B. A. Section had requested from Goodyear information as to whether a promotion or deal could be arranged. Goodyear referred to the tire selling theme in the October Merchandiser which could be used. This infor-

mation will be incorporated in the tire sales story referred to earlier in the meeting. It was recognized in the discussion that there were certain difficulties in staging "tire events" under the tire company program.

Action: The T. B. A. Section will investigate the possibilities of "tire events".

X. Training Program.

The Chairman asked the Committee members when their training programs would be completed and what provisions, if any, were being made to pass this information on to dealers and also to keep salesmen informed.

1. New England reported that their training program would be completed in November and they plan to have the Goodyear petroleum representative double-team with each Atlantic salesman one-half day every two months.
2. New York Region has completed their training program and have held small dealer meetings and plan to continue these dealer meetings.
3. Phila.-N. J. Region reported that their training program would be completed in November.

It was agreed that a coordinated program should be inaugurated which would require participation by both Atlantic and Goodyear personnel.

Action:

- a. Mr. Walsh will check with New England management on feasibility of holding dealer meetings.
- b. Mr. Maisel will work out with New York Management the feasibility of the Goodyear petroleum representative double-teaming with Atlantic salesmen.
- c. The T. B. A. Section will recommend to the Phila.-N. J. Region that the plans being used by New England and New York be used in continuing the training program.

XI. Budget Plan at Service Stations.

New England has nominated a station but it is not yet in operation. New York has a station now operating on the budget plan in Buffalo, N. Y. Phila.-N. J. Region has not as yet set up a model station.

2679 Action: T.B.A. Coordinators will maintain a check of progress advising the T. B. A. Section of the success of these model stations by means of a questionnaire to be provided by the T. B. A. Section.

XII. Truck Tire Sales at Service Stations.

New England has picked two candidates to operate as a model truck tire station. The New York Region has one model truck tire station in operation. Phila.-N. J. has not as yet set up a model station.

Action: T. B. A. Coordinators will advise T. B. A. Section on the progress of these stations by means of a questionnaire to be provided by the T. B. A. Section.

XIII. Used and Recapped Tire Sales at Service Stations.

The three Regions have not set up model stations for used and recapped tire sales. The Chairman pointed out the advantages of having a good used and recapped tire business. Sale of used and recapped tires represents additional income and if these sales are ignored, it is the same as "throwing" money away. If used and recapped tires are not properly cleaned and displayed, they give an unsightly appearance to the station. The Chairman stressed the importance of getting at least one station established in order to convince other dealers to follow the same program.

Action: Coordinators are to set up the model stations as soon as possible and keep the T. B. A. Section posted

on their progress by means of a questionnaire to be provided by the T. B. A. Section.

XIV. Budget Sales by Goodyear—Dealer Commissions.

Goodyear has a plan whereby they pay commissions to gasoline dealers of 10% or \$10.00, whichever is less, on budget or deferred payment business sold to accounts sent into Goodyear stores by these dealers. The commissions apply only on original sales to new accounts. After considerable discussion it was agreed that this plan should not be publicized since only the dealer and not Atlantic would receive the benefit of this commission. Also there is always the possibility of the dealer losing the future business of this customer whenever he is referred to another source of supply.

XV. New York Region Manager's Comments on Goodyear Program Operations.

The Chairman invited Mr. Ostrander to give the Committee the benefit of his opinions for the improvement of the commission plan operation. Mr. Ostrander expressed dissatisfaction with the progress made in his region and suggested that if Goodyear had sent additional personnel to assist in the initial phases of the changeover, many of the problems could have been resolved and better performance would be evident. He also suggested that

1. Even now additional Goodyear personnel could be sent into the territory to spread the Goodyear story and secure a better understanding of the advantages by dealers and by salesmen in a manner similar to that which was employed by the New York Region last year when all of the personnel in the region assisted the Buffalo district with the work of opening eight new stations at one time.

- 2681 2. Mr. Ostrander stated that since T. B. A. sales were off, rentals were also off because the anticipated volume had not been enjoyed.
3. Mr. Ostrander recommended that the same \$500.00 credit limit established on the service station commission operation be made available for dealers on Class 2 station operation.
4. Mr. Ostrander also recommended that the statement "only Goodyear tires will be honored" should not be included on the B139 credit card until such time as we were more firmly established on the Goodyear program. In the discussion that followed it was brought out that since the commission plan was being investigated by the Federal Trade Commission, this was another reason why we should delay recommending that only Goodyear tires be listed on the B139.

XVI. Anti-Freeze.

The Chairman gave the following report on the anti-freeze supply situation. U. S. I. can accept no additional orders for Super Pyro this season due to a government order which requires large quantities of Methanol which is the base of this material for jet fuel and other military needs. DuPont and Commercial Solvents have also been affected by this order. U. S. I. reported, however, that unfilled orders on hand will be shipped in three to four weeks.

National Carbon has stated that Trek is still available and orders will be shipped in three to four weeks. National Carbon has not guaranteed price protection this season. However, we have recommended to management that we continue our present protection policy since it would be rather difficult to administer two policies. Management agreed to this recommendation. The Chairman recom-

mended that if Trek anti-freeze was needed to fulfill additional requirements this season, it should be ordered immediately.

Thermo is available at a new higher price. We now have the option of buying our present inventory at the old price. This will be decided at a later meeting with Publicker officials. The Chairman also mentioned the fact that we may have to depend on Thermo entirely if Methanol is not available next season. There is a possibility that this may be the situation.

XVII. Petroleum Representative.

The recommendations made in the August 17th meeting concerning the duties and functions of the Goodyear petroleum representative were presented to Goodyear for their study. Goodyear has advised that they can see no reason why our suggestions cannot be incorporated in the program. The Coordinators reported that they were proceeding with these recommendations and that they were being carried out satisfactorily.

XVIII. Radiator Hose—Redi-Curv.

The Chairman reported that although there has been some instances of Redi-Curv hose failure, they have been so small considered in the light of the total number of pieces sold, that these failures would not represent a serious problem. Since all Regions were in agreement with this reasoning, T. B. A. Section recommended to Goodyear that a similar type hose be added to the Goodyear line.

2683 Goodyear has reported that their Development Department has had Thermoid Redi-Curv under study and in several tests it has proven unsatisfactory. However, they recognized the market for this Redi-Curv hose

and are presently experimenting on some ideas of their own.

Action: T.B.A. Section will follow up Goodyear on the progress made in adding this item to their line mentioning the fact that both Gulf and Sun can afford to feature this type hose which wouldn't be the case if the product wasn't satisfactory.

XIX. Defective Home Merchandise Policy.

Goodyear's policy on defective Small Home Appliances states that it is the dealer's problem and that he is to take the matter up directly with the manufacturer. Since there was an instance reported of a defective radio and the fact that it was inconvenient and expensive for our dealer to handle, this matter was referred to Goodyear.

Goodyear reported that their various suppliers had authorized repair stations listed in the Car Home Catalogue. These repair stations are conveniently set up in the principal cities and render efficient service. The Committee members felt that this program was not satisfactory on a new purchase because operation or test is not performed before delivery. This is similar to the outdated principle "let the buyer beware". However, there was some question as to whether the unit was tested or operated before it was delivered.

Action: T.B.A. Section will review the situations encountered to date, and if justified will reopen the matter with Goodyear for further consideration.

XX. Selling Petroleum Products to Goodyear Stores.

Mr. W. S. Shockley, New York Region Sales Group Manager, recommended that a standard program should be set up to be followed in obtaining petroleum business from Goodyear. The recommendations were that this should

be handled by the T. B. A. Coordinators and that the District Managers should make careful selections of locations that were to be approached, considering the nature of the store's facilities, possible volume and obtain information on the length of existing lease. After the locations have been carefully selected this information should be channelled through the T. B. A. Coordinator who would then request the T. B. A. Section to find out from Goodyear the necessary steps to obtain this type business.

Action: T.B.A. Section will recommend this program to other regions for soliciting this type of business.

XXI. Securing Associate Battery Dealer Business.

The Chairman stressed the importance of securing the associate dealers' battery business which can best be accomplished by the supplying dealer making regular calls keeping him well stocked and avoid the need for "fire engine" service.

2685 XXII. Comparable Products in the Goodyear Line.

The Chairman distributed a list of multiple products in the Goodyear line and asked that the Coordinators indicate the items they wished to concentrate on in order that an exerted effort might be applied for promotional purposes.

Action: T.B.A. Coordinators are to forward completed lists to T. B. A. Section.

XXIII. Analyze Accounts Active on the Goodyear Program.

The Chairman recommended that the accounts that are active on the Goodyear program should be analyzed and compared with those that were active on the former program. Those accounts that had \$500.00 or more volume

last year and have not been signed to date should be pinpointed and special effort should be exerted in order to bring about their conversion to the new program.

XXIV. Analyze Job to be Done on a Special Product.

The Chairman recommended that specific products should be analyzed by comparing areas where results are good with areas where results are poor and determine whether it is supplying dealer or just what does account for the difference.

XXV. Support of Policies at all Selling Levels.

The Chairman suggested that some of the problems that confront us require local selling at salesman and dealer levels. It is necessary that they understand policies and prices and that poor sales results should not be due to the lack of knowledge of these prices and policies.

The meeting adjourned at 4:50 P.M.

W. C. Hoffman
Acting Secretary

2854

Commission Exhibit No. 179K.

2687

COMMISSION EXHIBIT NO. 179J.

Atlantic-Goodyear Accounts

(Signed on G-1209)

Atlantic District.....
Goodyear District.....

Date.....

Atlantic Use	Name and address	Supply Point	Account Class			Purchasing Level			C&H Oth Md
			"D" or "J"	Apprvd. C&H Whlgr.	Tires	Batteries and Cables	Resolute Batteries		

2688

COMMISSION EXHIBIT NO. 179K.

Petroleum Representative—(Review and Recommendation.) The Chairman reviewed the duties and functions of a Goodyear Petroleum Representative as outlined by Goodyear and asked the members for their comments concerning their activities and how they could best be utilized to the mutual advantage of both Atlantic and Goodyear. After much discussion it was decided that the following recommendations be made to Goodyear Management:

1. It was the consensus of opinion that better coordination between Atlantic and Goodyear could be brought about if the following steps were taken:

a. The Atlantic T. B. A. Coordinator would channel any problems in the field through the Goodyear District Managers concerned since it would ultimately be the Goodyear's District Managers problem to correct, and by this action avoid the use of Petroleum Representatives as an "errand boy".

b. Coordinator would contact the Goodyear District Manager, if necessary, to have any Goodyear supply point carry additional stocks.

c. It was established that regular contacts with associated dealers at least once a week were being

made by Goodyear salesmen or supply points in some areas while in other areas contacts were as infrequent as a whole month. The practice of at least weekly contact should be expanded to include all areas.

2. It was felt that the Petroleum Representative could work best to the interests of both Atlantic and Goodyear by the following:

a. The Petroleum Representative should be impressed with the importance of follow through on any particular assignment.

b. Petroleum Representatives should train Goodyear territory men in their battery and accessory product lines so that they will be more familiar with these products and also with the different price schedules.

c. Petroleum Representatives should be acquainted with Goodyear's selling equipment such as price schedules, product data, advertising helps of all kinds that are available to the dealers, both on charge and no-charge basis, and see that the Districts maintain and distribute adequate stocks of this material for our dealers.

d. Petroleum Representative should be available for field work on a co-ordinated basis with Atlantic Coordinator, and preferably by the Atlantic T. B. A. Coordinator's direction.

Action: The T.B.A. Section is to make these recommendations known to Goodyear Management their approval.

2856

Commission Exhibit No. 180.

2689

COMMISSION EXHIBIT NO. 180.

The Atlantic Refining Company

Petroleum Products

Hospital Trust Building

Providence 1, R. I.

May 13, 1952

GM:C:TLW

Purolator

Mr. S. J. Heideman

Philadelphia, Pa.

Dear Sir:

Many of our dealers are objecting to the switch from Fram to Purolator because they feel that the re-education of their help on the Purolator numbers is too big a job.

We suggested to the Petroleum Representative of Purolator that they supply us with stickers showing simply the Purolator number which could be placed on the outside of the Fram pieces and that this would help us in effecting a change-over. The Purolator Representative didn't seem too optimistic about being able to accomplish this through his Company and, therefore, we think it ought to be pushed from your office.

We could really do a job on eliminating Fram if we could identify their merchandise with Purolator numbers.

Yours very truly,

L. E. Card

TLW/sc

2691

COMMISSION EXHIBIT NO. 181.

May 19, 1952

TBA WCH

Purolator Products

Mr. J. W. O'Neill,
Division Petroleum Representative,
Goodyear Tire and Rubber Company,
2750 North Broad Street,
Philadelphia 32, Pennsylvania.

Dear Mr. O'Neill:

Many of our dealers in the New England Region are objecting to the switch from Fram to Purolator because they feel that the re-education of their employees on the Purolator numbers is too big a job.

New England suggested to the Petroleum Representative of Purolator that they supply them with stickers showing the Purolator number which could be placed on the outside of the Fram pieces and that that would help them in effecting a changeover. The Purolator representative was not too optimistic about being able to accomplish this through his company.

We believe that this idea has considerable merit and would appreciate anything that Goodyear can do to make this possible.

Cordially yours,

W. C. Hoffman

2858

Commission Exhibit No. 182.

2693

COMMISSION EXHIBIT NO. 182.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

2750 North Broad Street

Philadelphia 32, Penna.

May 29, 1952 . .

Mr. W. C. Hoffman

T. B. A. Sales

The Atlantic Refining Company

260 S. Broad Street

Philadelphia, Pa.

Subject: Purolator Products

Dear Bill:

With further reference to your letter of May 19th, I am forwarding to you a sample roll of stickers which Mr. Walsh has requested.

The Purolator people indicated their willingness to make these available to any of your accounts. You will note that the numbers on these rolls are all the popular ones and should be of assistance in overcoming the problem Mr. Walsh mentioned.

I would appreciate hearing from you in order that I can pass on your requirements to Purolator.

Yours very truly,

J. W. O'Neill

Division Petroleum Representative

J.W.O'Neill

mmh

2695

COMMISSION EXHIBIT NO. 183.

Internal Correspondence

To: Mr. S. J. Heideman—Rm 1210

Subject: Goodyear Tire Display

From: W. J. Butler

Date: May 1, 1952

We have discussed the matter of fitting the Goodyear Tire Marketier into our service station display set-up with our people.

They felt that the Marketier could not readily be accommodated in an AR 50 design station without eliminating part of the present shelving. As you know, this is now being furnished by Operations Department automatically in Class 2 service stations. It was pointed out that the present shelving provides more space for tire stocks than the Marketier. The Marketier could be used if the station were not equipped with standard shelving and in a Class 3 station this would be up to the dealer. The Marketier could also be used in any Class 2 special design station which might have three or more service bays.

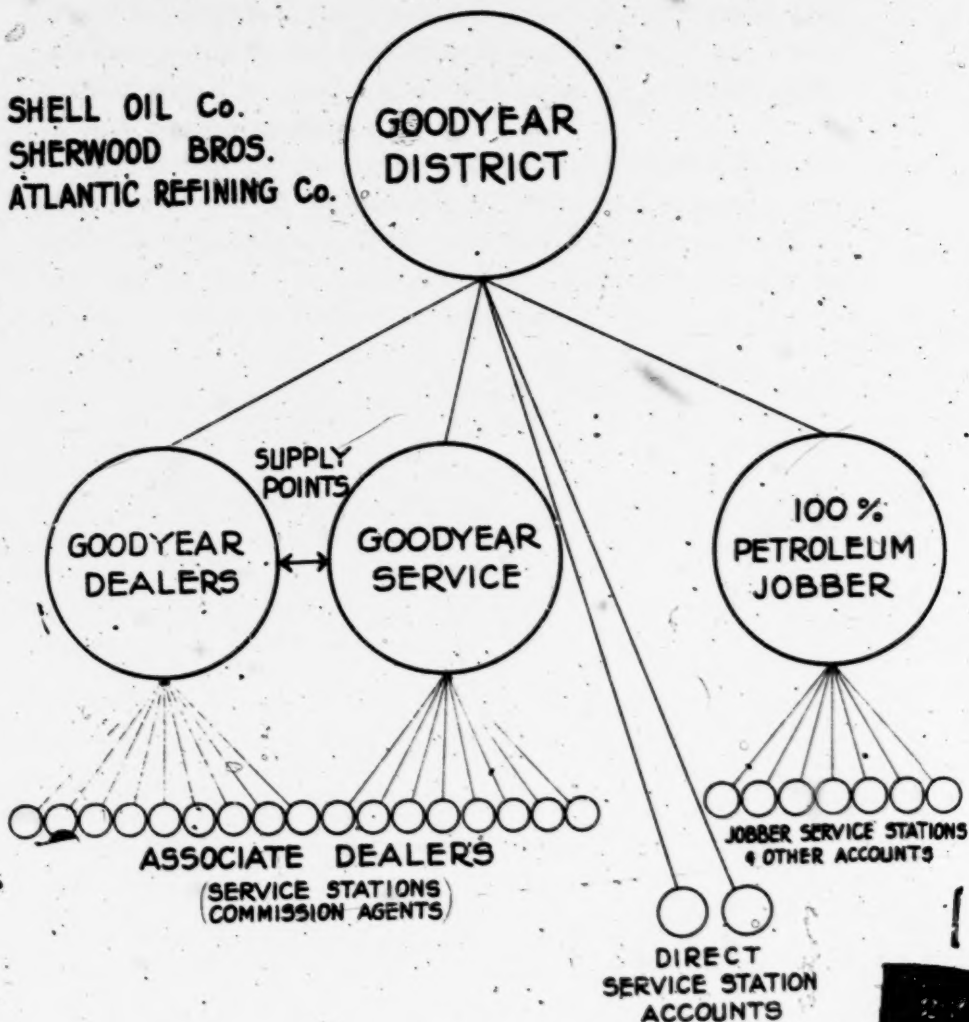
If it is your feeling that the sacrifice of existing accessory shelf space in the display room for the sales chart frames with no other advantage gained in tire storage space has merit, a case might be worked up to present to the Sales Development Committee for consideration since this is a course that would be necessary to revise the present Operations Department program. Please advise if you want us to try this.

W. J. Butler

WJB:avg

(Written in margin) I think selling space is more important than storage space. The sales room doesn't provide adequate treatment for product having 50-70% of TBA volume.

DISTRIBUTION FLOW CHART ON COMMISSION PLAN TIRES, TUBES & BATTERIES



1883

DISCONTINUED
HALL & BROTHERS
BATTERS

2699

COMMISSION EXHIBIT NO. 185.

Firestone T.B.A. Bulletin #17

April 25, 1952

Firestone Program

T.B.A.

Station Openings. We ask that you instruct your Districts to establish, as a regular practice, automatic and advance notice to the Firestone District Office, of the openings of any new stations, or of change in proprietorship at any dealer location.

Such notice will be mutually beneficial to both Firestone and ourselves. It will enable Firestone to complete any unfinished business with the outgoing dealer and, further, will enable them to anticipate and to move promptly in handling the new dealer's requirements.

S. J. Heideman

P.

2864

Commission Exhibit No. 186.

2701

COMMISSION EXHIBIT NO. 186.

The Firestone Tire & Rubber Company

Harvey S. Firestone

Founder

General Offices

Akron 17, Ohio

Akron 17, Ohio

July 18, 1952

Mr. S. J. Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia 1, Pennsylvania

Dear Mr. Heideman:

We have just had brought to our attention that in the June Report for the Erie District in our Akron District, there has been included a salaried station at North Broad Street, Grove City, Pa., on the sales commission report with sales of \$222 tires and \$250 Home & Auto Supplies.

Since these are sales to your company, we are deleting same from the sales commission report and asking our District to request that such salaried stations not be shown on the sales commission report. We have had a similar case in Buffalo on the two stations in Erie and are trying to clear up certain figures that were included in March and other reports.

We do not have any information here indicating that this station is on a salaried basis. As you know, Mr. Bergh has been advising us, by copy of letter to the Districts, of any additional salary operated stations but we do not seem to have received any information in this case. However, our Central Accounting Office in Akron advised that the billing has been to Atlantic and that they have

checked with the District and it is evident that we are billing your company for a salary operation at this point.

Perhaps the Western Pennsylvania Region have not been advising you or ourselves of the addition and changes in salary operation and it may be that you will want to review this and be sure that we are receiving this information.

Yours very truly,

G. M. Elliot,
Petroleum Sales

GME:558

2703

COMMISSION EXHIBIT NO. 187.

September 3, 1952

COD:WGE

Procedure: TBA Firestone

Company operated service stations should be deleted from current copies of the monthly S-468 reports.

If it should be necessary to supply your local Firestone Districts with listings of Atlantic Refining Co. stations for statistical purposes, separate S 468's should be prepared clearly marked:

"ARCo. Purchases—

Not to be included with commission plan sales."

We realize that station classifications may change in the middle of commission periods, therefore, it is necessary that the Purchasing Department be kept currently advised of the status of your company operated stations. This is necessary in order for them to maintain blanket orders with Firestone. Additions or deletions to the ARCo. stations on a blanket order which has been established are made through prompt notification to the Purchasing Department.

2866

Commission Exhibit No. 188.

In the event Atlantic should purchase for resale at a particular location and the station should revert to dealer operation within a single commission period, we request that you verify the ARCo. purchases versus commission plan sales with the Firestone District.

We are notifying Firestone by copy of this letter of the procedure to be followed.

J. O. Long

CC. Messrs:

C. F. Bergh 722

J. P. Miller, Jr. (2) 1010

R. G. Mulholland 1210

G. M. Elliot, Firestone

2705

COMMISSION EXHIBIT NO. 188.

The Atlantic Refining Company
Incorporated
Petroleum Products
Syracuse Savings Bank Building
Syracuse 2, N. Y.

G. V. Ostrander

Manager

New York Marketing Region

April 19, 1950

RM:GVO

Firestone Tire & Rubber Co.

Mr. D. T. Colley
Philadelphia, Pa.

Dear Mr. Colley:

What I did not like was that Firestone was taking entirely too much for granted when they reached way up into Central New York to apply the propaganda that Atlantic

was in the process of changing to Firestone. The implication to the distributor was, why not change now, and you will be already on the band wagon when Atlantic goes 100% Firestone.

The distributor, J. L. Skinner, is the one I would use if I were about to write a new set of specifications for an ideal Atlantic distributor, and I want him happy. He was quite unhappy when he found that something was going on that would affect his business and his present relationship with Atlantic.

I have no objection to the Firestone experiment as such. In fact, we are considering seriously asking you to let us conduct another experiment, and that is to drop the accessories from T. B. A. and concentrate on tires and batteries. We are now trying to find out if we could make any kind of a deal with the local automotive supply houses who blanket our marketing area, for accessories only on a deal similar to Firestone's.

Very truly yours,

G. V. Ostrander em

G. V. Ostrander

2868

Commission Exhibit No. 189.

2707

COMMISSION EXHIBIT NO. 189.

The Atlantic Refining Company
Petroleum Products
Hospital Trust Building
Providence 1, R.I.

May 18, 1950

GM:D:TLW

M. G. Davis

Manager of Sales Promotion
New England Marketing Region

Personal

Mr. S. J. Heideman
Philadelphia, Pa.

Dear Sir:

Referring to your letter of May 9, the original complaint has been investigated and we find that the information was spread around in the Springfield district by one of the big automotive distributors in that area, Tarbell Watters. We have not been able to determine where they got the information. However, since that time, that is within the last two weeks, James Jennings, a wholesale dealer for Atlantic located in Garden City, Cranston, R. I., whose volume with us is about 1,000 tires per year, was told by a Firestone representative that he (Jennings) could expect to be handling Firestone tires within a short time because Atlantic was going Firestone.

The Manager of the Firestone store in Providence located at 103 Aborn Street asked our Providence Sales Supervisor, Mr. J. J. Conway, "when Atlantic wanted him to stock its stations with Firestone tires in the Providence"

area". When questioned about this he said he understood that Atlantic was going Firestone.

Another case is a dealer of ours named Jack Allen, located at North Main & Hillside Streets, Providence, who was called on by a Firestone representative who told Allen "We have been told to get friendly with Atlantic dealers because Atlantic is going Firestone".

This means then that the only area in which we can pin down the rumors is the Providence District and we suggest that you do something immediately, if possible, to correct this situation.

Yours very truly,

M. G. Davis

TLW/sc

2709

COMMISSION EXHIBIT NO. 190.

June 8, 1950

Mr. H. E. Powell, District Manager
The Firestone Tire & Rubber Company
Pittsburgh, Pennsylvania

Dear Mr. Powell:

Some of our District Managers and their organizations in those areas served by The Atlantic Refining Company, are misrepresenting the facts in connection with Atlantic's test program, in their contact with Atlantic representatives and dealers. This misrepresentation is endangering our present and future relationship with Atlantic.

In spite of the fact that Mr. Sewell has asked each of his District Managers to prevent these occurrences, some of our men are still soliciting Atlantic dealers, in areas other than Erie and Wilmington, and inferring, in some way or other, that Atlantic is going forward with Firestone, and that these dealers might as well start doing business with

us now—or words to that effect. This is very irritating and disturbing to The Atlantic Refining Company.

I am instructing you to immediately contact every Territory Salesman and Store Manager to see that they do not, under any circumstances talk to Atlantic dealers or the Atlantic field organization about Atlantic's test program with Firestone in the Erie and Wilmington areas, or what such a test may or may not indicate as to our relationship with Atlantic.

Our program, in Erie and Wilmington, is purely a test program with Atlantic, and we have no understanding or arrangement with them covering any other areas where they are handling Lee tires, Exide batteries or other automotive products on a purchase and resale basis. We are working hard in trying to make the test successful, and we don't want any more interference such as described in this letter. It is unfortunate that such blundering gossip, on the part of members of our organization, is hurting our relationship with Atlantic.

I am putting it up to you to handle this situation effectively in your District.

Very truly yours,

Vice President

HDT:KS

Atlantic T.B.A. Marketing

1949 Through 1951

In Dollars	Direct Marketing Class #1, 2 & 3 Dealers			Indirect Marketing Class #6 Distributors			All Classes Total Marketing					
	T/T	Batt.	Access.	Total	T/F	Batt.	Access.	Total	T/T	Batt.	Access.	Total
New England												
1949	589,092	170,844	192,212	952,148	36,168	8,185	1,843	41,196	625,200	179,829	194,055	999,144
1950	775,237	195,330	192,063	1,162,630	60,808	4,386	3,696	77,980	845,145	199,716	196,359	1,241,220
1951	—	—	—	—	—	—	—	—	200,019	54,943	93,846	354,808
New York												
1949	483,758	113,761	142,833	740,352	68,719	17,504	3,387	89,610	552,477	131,265	146,220	829,962
1950	621,853	121,610	146,150	889,613	160,235	22,422	6,850	135,567	728,088	144,032	153,000	1,025,120
1951	—	—	—	—	—	—	—	—	198,767	54,479	61,400	314,646
Phila.-N. J.												
1949	889,476	207,946	335,195	1,422,617	13,007	4,320	1,112	19,039	903,083	222,206	336,307	1,511,656
1950	994,065	271,133	297,496	1,562,694	10,900	695	295	11,800	1,004,905	271,738	297,791	1,574,404
1951	—	—	—	—	—	—	—	—	184,395	67,729	144,927	397,051
Eastern Pa.												
1949	905,161	233,979	280,870	1,420,019	56,200	14,741	11,950	82,891	1,150,472	218,720	298,829	1,508,910
1950	1,058,647	221,280	295,800	1,575,707	91,825	22,471	10,929	125,225	1,150,472	243,731	276,720	1,670,932
1951	—	—	—	—	—	—	—	—	254,740	79,501	122,302	456,543
Western Pa.												
1949	507,531	130,052	132,942	880,525	54,496	21,031	5,009	81,534	622,027	151,091	138,941	912,069
1950	649,837	119,930	116,827	880,594	56,756	14,501	7,037	78,384	708,593	134,521	123,864	964,978
1951	—	—	—	—	—	—	—	—	161,303	49,081	52,725	264,009
Southern												
1949	374,362	54,506	101,187	530,055	366,205	17,670	18,810	402,535	740,567	75,176	119,997	935,740
1950	444,145	53,213	76,113	573,471	486,226	22,398	22,941	531,545	930,371	75,591	99,054	1,105,016
1951	—	—	—	—	—	—	—	—	171,801	12,913	39,819	215,533
Total Company												
1949	3,890,315	979,888	1,101,248	5,960,516	595,395	78,459	43,101	716,955	4,404,775	1,058,347	1,234,349	6,697,471
1950	4,543,784	982,476	1,096,049	6,621,309	841,850	86,853	51,748	960,451	5,365,634	1,069,329	1,146,797	7,581,760
1951	—	—	—	—	—	—	—	—	1,177,025	319,546	506,019	2,002,590
MA-JOB												

2761 COMMISSION EXHIBIT NO. 194.

The Atlantic Refining Company

Summary

Atlantic District	Number Outlets	Tires & Tubes	May Sales			2 Months Sales Thru May 1950			% Inc. or Dec.	Same Period Last Yr.	% Inc. or Dec.
			Home & Auto Sup.	Tires & Tubes	Total	Home & Auto Sup.	Tires & Tubes	Total			
Erie District	353	17,664	4,753		22,417	5,956	27,302	33,258			
Wilmington Dist.	207	16,847	5,818		22,665	7,818	29,966	37,784			
Total Atlantic	560	34,511	10,571		45,082	13,774	57,268	71,042			
% of Total		76.6	23.4		100.0	19.4	80.6	100.0			

2763

COMMISSION EXHIBIT NO. 195A.

Mr. S. J. Heidman

bgn
HKP

June 2, 1950

Mr. Leon Serven
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pennsylvania

Dear Mr. Serven:

We are pleased to enclose sales commission check and statement for the month of April, prepared in the form discussed with you in Philadelphia. Separate statements are given for each of your Districts.

There were no adjustments of Lee tires or Exide batteries reported to us by our Districts for the month of April.

We also enclose sales summary, copy of which we are sending to Mr. Heideman.

Very truly yours,

G. M. Elliot
Petroleum Sales

GME:RW

cc: Mr. S. J. Heideman

2874 *Commission Exhibit No. 195C.*

2765 COMMISSION EXHIBIT NO. 195B.

The Atlantic Refining Company

Summary

Firestone District	April 1950			
	Total Stas. Assigned	Tires & Tubes	Home & Auto Sup.	Total
Erie District	277	9,638	1,203	10,841
Wilmington District	194	13,119	2,000	15,119
Total Atlantic	471	22,757	3,203	25,960
% of Total		87.7	12.3	100.0

2767 COMMISSION EXHIBIT NO. 195C.

The Atlantic Refining Company

Erie District

Firestone District	April 1950			
	Total Stas. Assigned	Tires & Tubes	Home & Auto Sup.	Total
Akron	87	3,206	529	3,735
Buffalo	175	6,028	674	6,702
Pittsburgh	15	404	—	404
Total	277	9,638	1,203	10,841
% of Total		88.9	11.1	100.0

2769 COMMISSION EXHIBIT NO. 196A-B.

The Firestone Tire & Rubber Company
Akron 17, Ohio

June 6, 1950

Mr. S. J. Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pennsylvania

Dear Mr. Heideman:

The attached summary shows you the number of accounts and initial orders through May 27, which we thought you would like to see. We will have another one ready in the next day or two carrying this through last Saturday and will send this to you when completed.

Very truly yours,

G. M. Elliot

Petroleum Sales

GME:RW

2770 The Atlantic Refining Company
(Thru May 27, 1950)

Atlantic District	Firestone District	# Acc'ts Orig. Atlantic List	Number Signed Fstn. Contract	Amount Initial Order
Wilmington	Baltimore	102	80	12,224
	Philadelphia	92	65	6,991*
	Total	194	145	19,215
Erie	Akron	102	64	9,900
	Buffalo	175	81	9,502
	Pittsburgh	6	1	1,018
	Total	283	146	20,420
Total both Atlantic Districts		477	291	39,615

* Corrected figure.

GME:hm

June 2, 1950

2876

Commission Exhibit No. 197A-B.

2771

COMMISSION EXHIBIT NO. 197A-B.

June 23, 1950

TBA SJH

T. B. A. Firestone Commission Plan
May Sales Comparison

Mr. J. A. Addison, Sales Manager,
Petroleum Company Sales,
Firestone Tire & Rubber Company,
1200 Firestone Parkway,
Akron 17, Ohio.

Dear Mr. Addison:

Attached is comparative summary of T. B. A. results obtained in the Wilmington, Delaware and Erie, Pennsylvania Districts during the month of May for 1949 and 1950. The summary needs no explanation other than the abbreviation, "Dir.", which refers to the volume of business that was transacted on our direct program.

I believe you will find this report interesting.

Cordially yours,

S. J. Heideman

h

Enc.

2772

Sales Comparison—Month of May

1950 vs. 1949

Includes: Tires, Batteries, Accessories
Home Supplies, Anti-Freeze &
Misc. Refinery Products.

	<u>1949</u>	<u>1950</u>	<u>Percentage Gain</u>
Wilmington, Del. District		Dir. \$ 612 Comm. 22,665	
Total	\$16,137	Total \$23,277	+44.2%
Erie, Pa. District	<u>1949</u>	<u>1950</u>	
		Dir. \$ 1,741 Comm. 22,417	
Total	\$20,091	Total \$24,158	+20.2%

OBSERVATIONS

	<u>Wilmington</u>	<u>Erie</u>
Dealers signed to Firestone	145	149
Dealers Active on Firestone	115	91
% of Firestone Tire Sales to total Firestone Sales	74.2%	78.6%

2773

COMMISSION EXHIBIT NO. 198A.

Final T.B.A. Sales June, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 74,905	+ 8.06	\$ 10,535	+14.42	\$ 18,719	- 1.51	\$ 324	+51.98	\$ 1,752	-16.84	\$106,235	+ 6.82
New York	72,438	+13.94	6,758	+35.57	11,636	- 9.70	1,131	+50.14	1,282	+ 2.50	93,245	+12.52
*Phila. & N. J.	117,297	-10.35	20,935	+20.95	27,494	-17.54	3,657 #	+103.55	5,589 #	- 6.90	174,972	- 7.71
*Eastern Pa.	142,297	+16.95	15,106	+21.90	25,732	-11.87	6,057 #	+104.51	3,946 #	+ 2.58	193,198	+12.51
*Western Pa.	89,752	+19.97	6,519	+14.87	10,916	-31.16	5,671 #	+407.60	1,156 #	-22.32	114,034	+16.00
South	101,367	- 1.60	4,678	-16.10	11,478	-30.96	22,641	+938.96	964	-13.08	141,128	- 2.35
*Company Total	\$598,056	+ 5.96	\$ 64,591	+16.81	\$105,975	-15.98	39,501	+174.68	\$ 14,689	- 7.34	\$822,812	+ 4.74
*Company Total Same Month Last Year	\$415,055		\$ 52,191		\$ 84,761		\$ 1,757		\$ 15,772		\$569,536	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†Eastern Pa.	\$ 18,149	+50.42	\$ 6,677	-10.12	\$ 24,826	+30.13
†Western Pa.	23,428	+12.26	7,108	- 5.49	30,536	+ 8.10
†Phila. & N. J.	208	-98.60	63	-98.45	271	-98.57
Company Total including Commission Plan					\$878,445	+ 4.57

† Comparison to 1949—Cumulative from inception.

2775 COMMISSION EXHIBIT NO. 198B.

Sales Comparison—Month of June

1950 vs. 1949

Includes:—Tires, Batteries, Accessories
Home Supplies, Anti-Freeze and
Miscellaneous Refinery Products

Wilmington, Del. District	1949	1950	Percentage Gain
		Dir. \$ 518 Com. 24,826	
Total	\$21,714	\$25,344	+ 16.7%
Erie, Pa. District	1949	1950	Percentage Gain
		Dir. \$ 602 Com. 30,536	
Total	\$21,535	\$31,138	+ 44.6%
Newark, N. J. District*	1949	1950	Percentage Gain
		Dir. \$14,420 Com. 271	
Total	\$19,247	\$14,691	- 23.6%

OBSERVATIONS

	Wilmington	Erie	Newark*
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	107	118	2
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	73.1%	76.7%	76.7%

* Rubber Company's reported sales incomplete

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

Commission Exhibit No. 199A.

2883

2777

COMMISSION EXHIBIT NO. 199A.

Final T. B. A. Sales—July, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$149,282	+30.08	\$ 27,468	+34.20	\$ 16,442	+ 1.18	\$ 22,408	+345.52	\$ 1,298	-18.74	\$216,898	+27.97
New York	116,328	+36.28	10,489	+26.79	9,208	- 9.30	16,323	+200.64	1,057	+ 3.15	153,405	+31.02
*Phila.-New Jersey	129,886	+ 3.59	27,715	+23.43	23,094	-13.96	17,753#	+109.47	4,009#	- 5.57	202,455	+ 3.45
*Eastern Pa.	157,463	+29.44	15,373	+10.05	19,568	-10.07	30,260#	+388.02	3,621#	+ 2.35	226,285	+23.51
*Western Pa.	92,082	+32.98	9,125	+12.55	7,513	-26.85	17,499#	+681.75	1,515#	-16.63	127,734	+29.35
South	109,493	+ 9.23	5,305	-18.03	9,329	-25.46	5,746	+1210.67	1,280	- 5.65	131,153	+ 7.32
*Company Total	\$754,534	+21.34	\$ 95,473	+16.74	\$ 85,154	-12.85	109,989	+332.81	\$12,780	- 5.69	\$1,057,930	+18.37
Company Total Same Month Last Year	\$367,142		\$ 81,974		\$ 76,793		\$ 10,193		\$12,268		\$ 548,370	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†E. Pa.	\$ 27,479	+76.62	\$ 6,955	- 4.27	\$ 34,434	+48.82
†W. Pa.	28,515	+29.04	5,094	-10.03	33,609	+19.37
†Phila.-New Jersey	12,138	-52.53	1,226	-84.25	13,364	-60.13
Company Total including Commission Plan					\$1,139,337	+18.21

* Comparison to 1949—Cumulative from inception

2779 COMMISSION EXHIBIT NO. 199B.

Sales Comparison—Month of July

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949	1950	Percentage Gain
		Dir. \$ 1,102 Com. 34,434	
Total	\$17,576	\$35,536	+102.2%
Erie, Pa. District	1949	1950	Percentage Gain
		Dir. \$ 622 Com. 33,609	
Total	\$22,662	\$34,231	+ 51.1%
Newark, New Jersey District	1949	1950	Percentage Gain
		Dir. \$ 7,784 Com. 13,364	
Total	\$15,912	\$21,148	+ 33.0%

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	115	81	56
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	79.9%	84.9%	90.7%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2781

COMMISSION EXHIBIT NO. 200A.

Final T. B. A. Sales—August, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$121,201	+38.76	\$ 15,186	+17.01	\$ 15,148	+ .63	\$ 24,821	+559.63	\$ 2,458	-11.94	\$178,814	+34.60
New York	109,595	+44.79	10,668	+11.06	19,141	- 2.84	23,500	+269.11	1,863	+ 7.67	164,767	+38.88
*Phila.-New Jersey	117,776	+ 8.85	38,269	+16.48	36,110	- 5.19	20,560#	+106.02	5,997#	- .25	218,712	+ 9.07
*Eastern Pa.	145,861	+35.39	26,292	+10.12	32,736	- 5.12	74,526#	+460.42	5,093#	+ 9.39	284,568	+34.07
*Western Pa.	81,817	+34.79	14,799	+13.17	9,728	-22.38	21,401#	+728.97	1,378#	-15.66	129,123	+33.96
South	172,160	+26.13	7,243	-22.42	8,081	-32.21	7,450	+1538.24	962	-11.37	195,896	+18.93
*Company Total	\$748,410	+29.48	\$112,457	+10.13	\$120,944	- 9.04	\$172,318	+382.71	\$17,751	- 1.35	\$7,171,880	+26.38
*Company Total Same Month Last Year	\$428,473		\$124,351		\$105,109		\$ 30,338		\$14,227		\$ 702,498	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†E. Pa.	\$ 20,555	+89.13	\$ 7,060	- 2.56	\$ 27,615	+54.06
†W. Pa.	28,473	+59.19	7,377	+ 4.98	35,850	+44.14
†Phila.-N. J.	27,212	+56.32	7,866	- 3.80	35,098	+35.94
Company Total including Commission Plan					\$1,270,443	+27.41

†Comparison to 1949—Cumulative from inception (includes some Direct Sales in the changeover period)



2783

COMMISSION EXHIBIT NO. 200B.

Sales Comparison—Month of August

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$10,611 Com. 27,615	
Total	\$20,941	\$38,226	+ 83.0%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 3,738 Com. 35,850	
Total	\$25,206	\$39,588	+ 57.0%
Newark, New Jersey, District	1949*	1950	Percentage Gain
		Dir. \$ 7,146 Com. 35,098	
Total	\$16,024	\$42,284	+163.9%

* Fed. Excise Tax of 8.3% deducted from tire \$ Sales

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	128	115	73
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	74.2%	79.5%	77.9%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2785

COMMISSION EXHIBIT NO. 201A.

Final T. B. A. Sales—September, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 49,152	+32.43	\$ 27,197	+15.03	\$ 21,734	+ 1.44	\$ 20,367	+171.83	\$ 1,555	-16.38	\$120,005	+28.39
New York	52,074	+37.22	24,483	+16.29	18,546	+ 1.38	19,546	+132.12	1,431	- .39	116,080	+33.07
*Phila.-New Jersey	103,750	+12.17	32,412	+ 9.80	31,233	- 6.44	35,054#	+ 90.05	2,942#	-12.90	205,391	+10.10
*Eastern Pa.	108,287	+37.77	23,471	+ 4.00	27,785	- 2.80	36,302#	+141.44	2,824#	+ 1.48	198,669	+31.18
*Western Pa.	74,685	+40.07	18,057	+ 9.26	11,067	-17.13	17,236#	+ 93.50	1,617#	-14.50	122,602	+30.81
South	62,699	+24.85	5,453	-22.27	12,000	-25.11	6,146	+592.02	644	-15.15	86,951	+18.67
*Company Total	\$450,647	+29.30	\$131,073	+ 7.18	\$122,374	- 6.63	\$134,651	+135.80	\$11,013	- 9.01	\$849,758	+24.09
*Company Total Same Month Last Year	\$352,525		\$135,938		\$111,273		\$143,162		\$20,513		\$763,411	

Include sales in Districts on Commission Plan.

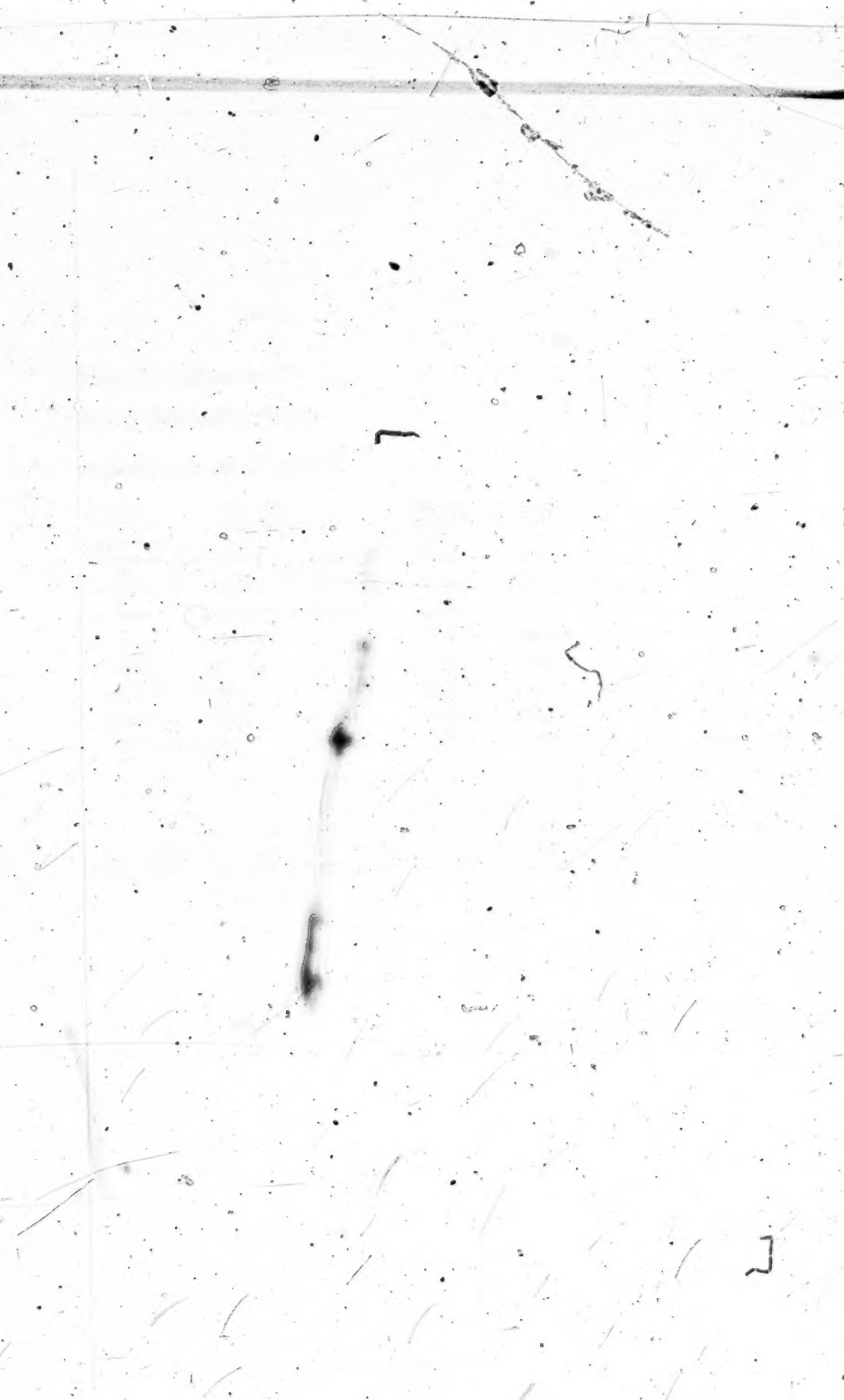
— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires* and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†E. Pa.	\$18,080	+100.02	\$9,578	- 3.88	\$ 27,658	+56.87
†W. Pa.	14,638	+ 58.21	4,661	- 4.23	19,299	+39.40
†Phila.-N. J.	20,567	+ 57.82	6,621	-20.04	27,188	+30.33
Company Total including Commission Plan					\$923,903	+25.13

†Comparison to 1949—Cumulative from inception (includes some Direct Sales in the changeover period)



2787

COMMISSION EXHIBIT NO. 201B.

Sales Comparison—Month of September

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$ 3,855 Com. 27,658	
Total	\$19,021	\$31,513	+ 65.7%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 7,737 Com. 10,299	
Total	\$27,576	\$27,036	— 2.0%
Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. \$ 3,935 Com. 27,188	
Total	\$23,388	\$31,123	+ 33.1%

* Fed. Excise Tax of 8.3% deducted from tire \$ Sales

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers reported by Atlantic	196	209	180
Dealers Active with Rubber Company			
Tires & Tubes	121	82	67
Batteries & Accessories	121	71	46
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	65.3%	75.9%	75.6%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2789

COMMISSION EXHIBIT NO. 202.

Final T. B. A. Sales—October, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
1. New England	\$ 78,456	+30.44	\$ 22,107	+ 9.70	\$ 18,213	- .14	\$ 34,138	+126.42	\$ 1,401	-16.86	\$154,315	+29.62
2. New York	72,767	+40.25	15,498	+14.03	17,564	+ 8.26	47,562	+103.65	1,154	- 4.56	154,545	+36.51
3. *Phila.-New Jersey	80,365	+17.70	20,825	+ 4.77	21,396	- 8.49	47,261#	+ 42.44	3,613#	-13.92	173,400	+11.02
4. *Eastern Pa.	108,490	+39.76	39,793	+10.99	27,636	- 1.28	57,136#	+104.49	3,593#	+ 2.25	236,648	+32.80
5. *Western Pa.	65,269	+44.28	15,201	+ 5.82	7,970	-15.27	38,379#	+ 93.25	1,389#	-22.53	128,208	+33.98
6. South	91,078	+27.52	9,761	-15.73	9,247	-21.97	6,174	+465.15	1,051	-13.50	117,311	+21.60
7. *Company Total	\$496,425	+33.02	\$123,185	+ 6.35	\$102,026	- 5.68	\$230,650	+ 97.98	\$12,201	-10.51	\$964,487	+26.21
8. *Company Total Same Month Last Year	\$284,807		\$120,779		\$ 99,342		\$159,551		\$15,649		\$680,178	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
9. †Phila.-N. J.	\$ 18,261	+ 64.18	\$ 7,603	-19.40	\$ 25,864	+32.33
10. †E. Penna.	17,613	+104.26	8,245	- 2.12	25,858	+58.79
11. †W. Penna.	19,312	+ 63.42	10,596	+ .39	29,908	+43.01
†Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period).					\$1,046,117	+26.81

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2791

COMMISSION EXHIBIT NO. 203A.

Final T. B. A. Sales—November 1950.

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
1. New England	\$ 46,487	+32.03	\$ 22,618	+ 7.21	\$ 20,333	— .45	\$ 17,185	+ 86.22	\$ 916	—17.39	\$107,539	+25.02
2. New York	52,399	+38.39	22,790	+15.79	16,491	+ 7.68	24,464	+ 93.56	649	— 7.94	116,793	+34.02
3. *Phila.-New Jersey	57,690	+12.91	30,454	+ 4.38	24,810	— .91	37,530#	+ 44.95	4,873#	—11.20	155,366	+ 8.92
4. *Eastern Pa.	64,332	+33.70	26,690	+ 9.93	25,559	+ .71	66,713#	+118.63	2,941#	+ 2.28	186,235	+31.65
5. *Western Pa.	40,375	+40.61	18,301	+ 7.86	18,656	— 3.42	22,182#	+ 57.39	2,148#	—20.77	101,662	+30.91
6. South	64,879	+25.82	13,781	— 1.14	7,481	—18.42	12,190	+498.77	935	—14.32	99,269	+23.05
7. *Company Total	326,171	+29.06	134,634	+ 7.56	113,330	— 3.76	180,264	+ 88.93	12,465	— 0.86	766,864	+24.38
8. *Company Total Same Month Last Year	\$358,443		\$116,649		\$ 98,240		\$113,851		\$12,849		\$700,032	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
9. †Phila.-N. J.	\$ 12,900	+ 56.30	\$ 8,466	—19.43	\$ 21,366	+25.83
10. †E. Penna.	9,743	+ 97.82	8,118	— .55	17,861	+54.88
11. †W. Penna.	14,765	+ 60.24	11,375	+ 3.41	26,140	+40.78
12. Company Total Including Commission Plan.					\$832,231	+25.37

†Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period)

2793

COMMISSION EXHIBIT NO. 203B.

Sales Comparison—Month of November

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. 3,029 Com. 21,366	
Total	\$27,175	\$24,395	— 10.2%
Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. 2,910 Com. 17,861	
Total	\$18,270	\$20,771	+ 13.7%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. 5,380 Com. 26,140	
Total	\$26,514	\$31,520	+ 18.9%

* Fed. Excise Tax of 8.3% deducted from tire & Sales.

Observations

	Newark	Wilmington	Erie
Dealers reported by Atlantic	146	194	193
Dealers Active with Rubber Company			
Tires & Tubes	52	100	91
Batteries & Accessories	48	85	91
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	60.5%	54.5%	56.6%

COMMISSION EXHIBIT NO. 203C.

Dollars per Thousand Gallons of Gasoline
Class 2 Dealers
Cumulative July through November 1950

Region	No. of Class 2 Dealers	Tires	Batteries	Accessories & Misc. Ref. Prod.	Sub- Total T.B.A. & M.R.P.	Anti-Freeze	Total
1. New England	414	\$12.34	\$ 3.65	\$ 3.25	\$19.24	\$ 3.96	\$23.20
2. New York	188	14.30	3.51	5.07	22.94	5.03	27.97
3. Phila.-N. J.*	265	10.63	3.51	3.64	17.78	3.41	21.19
4. Eastern Pa.*	363	12.40	3.25	4.17	19.82	4.59	24.41
5. Western Pa.*	182	14.18	3.37	3.50	21.05	3.40	24.45
6. South	251	16.66	2.13	2.78	21.57	.73	22.30
7. Total Company*	1663	12.84	3.33	3.73	19.90	3.69	23.59

* Corrected for Commission Districts.

Dollars per Thousand Gallons of Gasoline
Class 2 Dealers in Commission Plan Districts
(Not Included Above)

District	No. of Class 2 Dealers	Tires	Batteries & Accessories	Total
8. Goodyear Newark	82	\$ 9.27	\$ 3.40	\$12.67
9. Firestone Wilmington	102	15.42	6.43	21.85
10. Erie	55	14.17	8.02	22.19
11. Total Comm. Districts	239	12.85	5.78	18.63

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2797

COMMISSION EXHIBIT NO. 204A.

Final T.B.A. Sales—December 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 78,842	+35.17	\$ 28,621	+11.06	\$ 16,771	+ 1.19	\$ 10,943	+91.48	\$ 828	-15.98	\$136,005	+27.94
New York	71,000	+41.49	18,173	+16.07	16,247	+11.97	8,209	+91.41	749	- 8.90	114,468	+37.07
*Phila.-New Jersey	90,484	+17.51	32,827	+ 7.90	20,925	- 7.74	7,353 #	+43.59	<u>1,603 #</u>	-13.60	162,192	+11.93
*Eastern Pa.	85,867	+31.66	28,352	+12.86	25,563	+ 4.00	21,705 #	+125.35	<u>2,262 #</u>	+ 2.28	163,749	+31.81
*Western Pa.	58,366	+42.19	19,817	+12.93	23,802	+13.42	14,045 #	+63.94	<u>973 #</u>	-20.54	117,003	+35.42
South	66,947	+25.63	7,273	+ .55	8,214	-17.45	840	+496.18	<u>625</u>	-16.40	83,890	+22.78
*Company Total	\$460,506	+30.67	\$135,063	+10.65	\$111,522	- .17	\$ 63,185	+110.67	\$ <u>7,040</u>	-10.71	\$777,316	+26.42
*Company Total Same Month Last Year	\$305,691		\$ 97,820		\$ 73,046		\$ 25,991		\$ 9,305		\$511,853	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†Phila.-N. J.	\$ 27,790	+ 64.26	\$ 14,628	- .79	\$ 42,427	+38.91
†E. Penna.	17,754	+103.54	7,620	+ 1.93	25,374	+58.81
†W. Penna.	19,918	+ 62.94	8,397	+ 4.75	28,315	+42.61
Company Total Including Commission Plan					\$873,432	+27.66

† Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period).

2799. COMMISSION EXHIBIT NO. 204B.

Sales Comparison—Month of December

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. \$ 5,963 Com. 42,427	
Total	\$21,494	\$43,490	+102.8%
Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$ 7,714 Com. 25,374	
Total	\$13,530	\$33,088	+144.9%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 3,929 Com. 28,315	
Total	\$19,831	\$32,244	+ 66.8%

* Federal Excise Tax of 8.3% deducted from Tire Dollar Sales.

Observations

	Newark	Wilmington	Erie
Dealers reported by Atlantic	146	202	209
Dealers Active with Rubber Company			
Tires & Tubes	80	100	94
Batteries & Accessories	60	105	94
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	65.0%	70.2%	70.3%

1/24/50

COMMISSION EXHIBIT NO. 204C.

Dollars per Thousand Gallons of Gasoline

Class 2 Dealers

Cumulative July through December 1950

Region	No. of Class 2 Dealers	Tires	Batteries	Accessories & Misc. Ref. Prod.	Total T.B.A. & M.R.F.	Anti-Freeze	Total
1. New England	415	\$12.03	\$ 3.86	\$ 3.20	\$19.40	\$ 3.59	\$22.73
2. New York	194	14.40	3.87	4.98	23.05	4.62	27.37
3. Phila. N. J.*	266	10.94	3.51	3.52	17.97	2.94	20.61
4. Eastern Pa.*	368	11.95	3.37	4.11	18.33	4.53	22.68
5. Western Pa.*	184	13.77	3.71	3.92	21.40	3.29	24.69
6. South	253	15.76	1.96	2.62	20.36	.62	20.98
7. Total Company*	1870	\$12.55	\$ 3.44	\$ 3.69	\$19.88	\$ 3.40	\$23.03

* Corrected for Commission Districts.

Dollars per Thousand Gallons of Gasoline

Class 2 Dealers in Commission Plan Districts
(Not included Above)

Districts	No. of Class 2 Dealers	Tires	Batteries & Accessories	Total
8. Goodyear, Newark	87	\$12.10	\$ 5.35	\$17.45
9. Firestone	100	14.34	6.54	20.88
10. Erie	55	14.15	8.84	22.99
11. Total Comm. Districts	242	\$13.47	\$ 6.74	\$20.21

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1953.)

COMMISSION EXHIBIT NO. 205.

2903

The Atlantic Refining Company

Summary

DECEMBER SALES										2 MONTHS SALES THRU DECEMBER 1950									
Atlantic District		Number Outlets	Tires & Tubes	Home & Auto Sup.	Total	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	Total	Same Period Last Yr.	% Inc. or Dec.								
Erie		197	49,918	8,397	28,315	—	34,679	19,598	54,277	—	—								
Wilmington		208	17,754	7,620	25,374	—	27,497	15,738	43,235	—	—								
Total		405	37,672	16,017	53,689	—	62,176	35,336	97,512	—	—								
% of Total			70.2	29.8	100.0		63.8	36.2	100.0										

2904

Commission Exhibit No. 206.

2805

COMMISSION EXHIBIT NO. 206.

The Atlantic Refining Company

Petroleum Products.

260 South Broad Street

Philadelphia 1, Pa.

August 28, 1952

A Re-Statement of Atlantic's TBA Policy

Dear Sir:

The Federal Government is investigating all TBA relationships between certain tire companies, oil companies and their dealers.

Do you have a good TBA deal with The Atlantic Refining Company? Or are you forced against your will to carry a particular line of TBA? This seems to be the question involved.

In the Spring of 1951, The Atlantic Refining Company presented to you for your free acceptance or rejection a TBA sales program which long and intensive research had indicated would yield the greatest profit to you and would best serve the interest of the motoring public.

For the sales assistance which it renders, The Atlantic Refining Company receives in return a commission ranging from 5% to 10% from the tire company. Up to now, this barely covers the expenses involved.

We consider this arrangement with you businesslike and entirely proper and it is to our mutual interest that we so inform the public.

I consider it our duty to recommend to you, those services and products which experience and honest research have proven best for you and your customers.

However, when we originally adopted this program, I wrote to you and to our sales force stating that this was an elective program. I now reiterate—that this is Your program, instituted for Your benefit—Yours to accept or reject.

Yours very truly,

D. T. Colley.

2806

COMMISSION EXHIBIT NO. 207.

Atlantic

The Atlantic Refining Company

Petroleum Products

June 24, 1955

To All Atlantic Dealers

No Forcing

The Roosevelt Small Business Committee recently completed its nationwide investigation of Supplier-Dealer relations.

As we understand it, two main points concern the Committee, namely (1) Short-Term Dealer Leases; and (2) considerable doubt that Suppliers' home office policy of not forcing Dealers to buy certain items was actually being followed by the Suppliers' field organizations.

Over two years ago—voluntarily, without pressure of any kind, and months before any other Supplier in the Industry—your Company adopted a Long-Term Dealer Lease Policy. Substantial expenditures of money, time and effort have been made to assure that the policy was fully understood. The same course of action has been followed with respect to our long-standing policy of not forcing Dealers to buy certain items.

If any of our people at any time insist on your buying any certain products or merchandise against what you feel is to your best interest, I want you to call the matter directly to my attention.

All Atlantic Dealer Programs are based on our sincere belief that they will make your sales and profits grow through better service to the motoring public. We in Atlantic think it is our duty to continue to recommend to you those services and products which experience and scientific research have proven best for you and your customers.

Atlantic Dealer Programs are instituted for Your benefit—Yours to accept or reject.

Yours very truly,

J.-O. Estlow.

The Atlantic Refining Company

Progress through May 21, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	473	192	128	35	180	281	202	1491
2. Total number of Atlantic dealers and distributors signed to date as direct dealers	16	1	26	5	9	19	6	82
3. Total number of supplying dealers	0	6	2	5	8	33	27	81
4. Lee Tires adjusted	240	8	45	4	72	79	32	480
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	408	1	130	33	85	175	125	957

COMMISSION EXHIBIT NO. 209.

The Atlantic Refining Company

Progress through May 28, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	517	302	136	29	180	281	202	1647
2. Total number of Atlantic Supplying Dealers signed direct	10	7	26	7	9	19	21	105
3. Total number of Goodyear dealers and stores acting as supply points	0	25	2	4	8	14	0	59
4. Lee Tires Adjusted	270	6	50	2	74	116	51	569
5. Batteries Adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages sold.	427	1	131	33	85	225	125	1027

2811

COMMISSION EXHIBIT NO. 210.

The Atlantic Refining Company

Progress Through August 20, 1951

	N. Y.	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	571	203	146	[37]	183	296	228	[1680]
2. Total number of Atlantic dealers and distributors signed direct and acting as supplying dealers	2	14	6	12	2	5	11	5	57
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	3	20	9	2	53
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	13	16	13	33	26	123
5. Lee Tires Adjusted to date	0	485	93	103	[40]	[181]	170	92	[1144]
6. Batteries Adjusted to date	0	11	8	2	0	1	7	1	30
7. Introductory Display Packages Sold	13	440	7	154	34	101	230	125	1104

COMMISSION EXHIBIT NO. 211.

Atlantic Progress Report.

Date October 29, 1951

Distribution:

S. J. Heideman, Atlantic
 F. W. McConky, Jr., NE Div. Mgr., N. Y.
 S. A. Gaylord, Mgr., Petroleum Sales, Akron
 J. W. O'Neill, Div. Petrol., Rep., Phila.

Commission Exhibit No. 211.

2909

	(X)			(X)			Boston	Hartford	Total
	N. Y.	Phila.	Newark	Buffalo	Albany	Syracuse			
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	[637]	203	[155]	42	220	[326]	[253]	[1849]
2. Total number of Atlantic dealers and distributors signed direct and acting as supplying dealers	2	14	6	12	4	5	11	4	58
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	1	20	9	3	57
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	18	16	13	[35]	[30]	[129]
5. Lee Tires adjusted to date	0	[590]	100	[189]	66	[223]	[247]	[187]	[1502]
6. Batteries adjusted to date	0	[31]	8	[14]	1	13	[55]	[10]	[182]
7. Introductory Display Packages Sold	13	442	7	154	34	101	[207]	134	[1152]

Figures in [] indicate change since report of last week.

COMMISSION EXHIBIT NO. 212.

Atlantic Progress Report

Date December 24, 1951

Distribution:

S. J. Heideman, Atlantic
 F. W. McConky, Jr., NE Div. Mgr., N. Y.
 S. A. Gaylord, Mgr., Petroleum Sales, Akron
 J. W. O'Neill, Div. Petrol, Rep., Phila.

	(X)			(X)			(X)			(X)			Hart- ford	Total
	N. Y.	Phila.	Newark	Buffalo	Albany	Syracuse	Boston							
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	[638]	203	[157]	[44]	[224]	326	[260]	[1885]					
2. Total number of Atlantic dealers and distributors signed direct and acting as supplying dealers	2	14	6	12	4	6	11	4	59					
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	1	19	9	3	56					
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	18	16	13	34	30	128					
5. Lee Tires adjusted to date	0	[648]	100	[159]	[73]	[254]	[260]	[165]	[1659]					
6. Batteries adjusted to date	0	[39]	8	[23]	1	[23]	[69]	[25]	[194]					
7. Introductory Display Packages Sold	13	442	7	155	34	101	[268]	134	[1154]					

2817 COMMISSION EXHIBIT NO. 213A.

S. J. Heideman

May 14, 1951

Dear Mr. Serven:
The Atlantic Refining Company
260 So. Broad Street
Philadelphia, Pennsylvania

Dear Mr. Severn:

We are pleased to enclose sales commission check for the month of March together with separate sales commission statements for each of your districts.

We also enclose sales summaries for March and the first five months of our fiscal year.

Copies of the above are being sent to Mr. S. J. Heideman.

Yours very truly,

G. M. Elliot

Petroleum Sales

GME:HM

CC: As requested by Mr. Taitt March 21 we are sending you sets of sales commission statements and sales summaries for March 1951.

2819 COMMISSION EXHIBIT NO. 213B.

Atlantic Refining Company

Summary

Atlantic Region	Number Outlets	March Sales			Fiscal Year Sales Thru March 1951		
		Tires & Tubes	Home & Auto Sup.	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	% Inc. or Dec.
Eastern Penna.	1,303	42,210	18,944	—	95,589	45,947	—
Western Penna.	292	23,992	8,924	—	99,902	39,021	—
Southern	439	46,809	2,821	—	46,809	2,821	—
Total	2,534	113,011	30,689	—	242,300	87,789	—
% of Total		79.4	20.6	—	73.4	26.6	—
					Total		
					141,596		—
					138,923		—
					49,030		—
					330,039		—
					100.0		—

Atlantic Refining Company
Eastern Pennsylvania

Commission Exhibit No. 213C.

2913

Firestone District	Number Outlets	March Sales			Fiscal Year Sales Thru March 1951			Same Period Last Yr.	% Inc. or Dec.
		Tires & Tubes	Home & Auto Sup.	Total	Tires & Tubes	Home & Auto Sup.	Total		
Allentown									
Harrisburg Philadelphia	28	—	—	—	—	—	—	—	—
	83	5,603	527	6,130	5,603	527	6,130	—	—
Total	111	5,603	527	6,130	5,603	527	6,130	—	—
% of Total		91.4	8.6	100.0	91.4	8.6	100.0	—	—
Harrisburg									
Harrisburg	232	1,164	31	1,195	1,164	31	1,195	—	—
% of Total		97.4	2.6	100.0	97.4	2.6	100.0	—	—
Reading									
Harrisburg Philadelphia	259	3,002	61	3,063	3,002	61	3,063	—	—
	86	10,779	1,536	12,315	10,779	1,536	12,315	—	—
Total	345	13,781	1,597	15,378	13,781	1,597	15,378	—	—
% of Total		89.6	10.4	100.0	89.6	10.4	100.0	—	—
Scranton									
Harrisburg Philadelphia Syracuse	76	477	101	578	477	101	578	—	—
	12	154	9	163	154	9	163	—	—
	58	—	—	—	—	—	—	—	—
Total	146	631	110	741	631	110	741	—	—
% of Total		85.2	14.8	100.0	85.2	14.8	100.0	—	—
Wilkes Barre									
Harrisburg Syracuse	251	720	602	1,322	720	602	1,322	—	—
	25	—	—	—	—	—	—	—	—
Total	276	720	602	1,322	720	602	1,322	—	—
% of Total		54.5	45.5	100.0	54.5	45.5	100.0	—	—

2823 COMMISSION EXHIBIT NO. 213D.

Atlantic Refining Company

Eastern Pennsylvania (Cont.)

Firestone District	March Sales				Fiscal Year Sales Thru March 1951					
	Number Outlets	Tires & Tubes	Home & Auto Sup.	Total	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	Total	Same Period Last Yr.	% Inc. or Dec.
Williamsport										
Buffalo	0	—	—	—	—	—	—	—	—	—
Harrisburg	222	445	190	635	—	445	190	635	—	—
Pittsburgh	0	—	—	—	—	—	—	—	—	—
Syracuse	45	—	—	—	—	—	—	—	—	—
Total	267	445	190	635	—	445	190	635	—	—
% of Total		70.1	29.9	100.0	—	70.1	29.9	100.0	—	—
Wilmington										
Baltimore	108	7,099	3,000	10,099	—	36,551	15,557	52,108	—	—
Philadelphia	108	7,008	6,321	13,929	—	31,535	20,707	52,302	—	—
Total	216	14,707	9,321	24,028	—	68,086	36,324	104,410	—	—
% of Total		61.2	38.8	100.0	—	65.02	34.8	100.0	—	—
York										
Harrisburg	203	5,089	6,562	11,651	—	5,089	6,562	11,651	—	—
Philadelphia	7	70	4	74	—	70	4	74	—	—
Total	210	5,159	6,566	11,725	—	5,159	6,566	11,725	—	—
% of Total		44.0	56.0	100.0	—	44.0	56.0	100.0	—	—
Total Eastern	1,803	42,210	18,944	61,154	—	95,589	45,947	141,536	—	—
% of Total		69.0	31.0	100.0	—	67.5	32.5	100.0	—	—

Atlantic Refining Company

Western Pennsylvania

Commission Exhibit No. 213E:

2915

Firestone District	Number Outlets	March Sales			Fiscal Year Sales Thru March 1961					
		Tires & Tubes	Home & Auto Sup.	Total	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	Total	Same Period Last Yr.	% Inc. or Dec.
Altoona										
Harrisburg	24	—	—	—	—	—	—	—	—	—
Pittsburgh	25	1,059	3	1,062	—	—	—	—	—	—
Total	49	1,059	3	1,062	—	1,059	3	1,062	—	—
% of Total		99.7	3	100.0	—	99.7	3	100.0	—	—
Erie										
Akron	69	7,879	1,783	9,662	—	29,892	10,363	40,255	—	—
Buffalo	114	7,130	4,523	11,653	—	54,708	25,475	80,183	—	—
Pittsburgh	3	694	445	1,139	—	2,013	1,016	3,029	—	—
Total	186	15,703	6,757	22,460	—	86,613	36,854	123,467	—	—
% of Total		69.9	30.1	100.0	—	70.1	29.9	100.0	—	—
Greensburg										
Pittsburgh	9	2,769	375	3,144	—	2,769	375	3,144	—	—
% of Total		88.1	11.9	100.0	—	88.1	11.9	100.0	—	—
Ohio										
Akron	10	1,681	361	2,042	—	1,681	361	2,042	—	—
Cleveland	1	218	—	218	—	218	—	218	—	—
Columbus	2	—	—	—	—	—	—	—	—	—
Pittsburgh	2	—	—	—	—	—	—	—	—	—
Total	15	1,899	361	2,260	—	1,899	361	2,260	—	—
% of Total		84.0	16.0	100.0	—	84.0	16.0	100.0	—	—
Pittsburgh										
Akron	15	7,562	1,428	8,990	—	7,562	1,428	8,990	—	—
Pittsburgh	18	7,562	1,428	8,990	—	7,562	1,428	8,990	—	—
Total	33	7,562	1,428	8,990	—	7,562	1,428	8,990	—	—
% of Total	292	28,992	8,924	37,916	—	98,902	59,021	157,923	—	—
		76.5	23.5	100.0	—	71.9	28.1	100.0	—	—

Atlantic Refining Company

Southern Region

2916

Commission Exhibit No. 213F.

Firestone District	Number Outlets	Tires & Tubes	March Sales		% Inc. or Dec.	Fiscal Year Sales Thru March 1951				% Inc. or Dec.
			Home & Auto Sup.	Tires & Tubes		Home & Auto Sup.	Tires & Tubes	Total	Same Period Last Yr.	
Baltimore	106	9,653	1,352	11,005	Baltimore	1,352	9,653	11,005		
Pittsburgh	0	—	—	—		—	—	—		
Total	106	9,653	1,352	11,005		1,352	9,653	11,005		
% of Total		87.7	12.3	100.0		12.3	87.7	100.0		
Atlanta	0	—	—	—	Charlotte	—	—	—		
Charlotte	101	10,982	76	11,058		76	10,982	11,058		
Richmond	7	1,498	—	1,498		—	1,498	1,498		
Total	108	12,480	76	12,556		76	12,480	12,556		
% of Total		99.4	.6	100.0		.6	99.4	100.0		
Atlanta	0	—	—	—	Jacksonville	—	—	—		
Jacksonville	69	11,508	357	11,865		357	11,508	11,865		
Total	69	11,508	357	11,865		357	11,508	11,865		
% of Total		97.0	3.0	100.0		3.0	97.0	100.0		
Jacksonville	79	5,131	314	5,445	Miami	314	5,131	5,445		
% of Total		94.2	5.8	100.0		5.8	94.2	100.0		
Baltimore	0	—	—	—	Richmond	—	—	—		
Richmond	77	8,037	722	8,759		722	8,037	8,759		
Total	77	8,037	722	8,759		722	8,037	8,759		
% of Total		91.8	8.2	100.0		8.2	91.8	100.0		
Total Southern	439	46,803	2,821	49,630		2,821	46,803	49,630		
% of Total		94.3	5.7	100.0		5.7	94.3	100.0		

2829

COMMISSION EXHIBIT NO. 214A.

The Atlantic Refining Company

Progress Through 4/14/51

Atlantic Region	# Accounts Atlantic Listed	# Signed on Firestone Contract	Amount Initial Orders	
			Tires	H&AS
Eastern Pa.	2183	493	76,877	7,734
Western Pa.	779	208	81,278	6,339
Southern	509	246	181,144	21,035
Total	3451	947	339,299	35,108

April 19, 1951

The Atlantic Refining Company
Eastern Pennsylvania Region

Progress Thru 4/14/51

Atlantic District	Firestone District	# Accounts Atlantic Listed	# Signed on Firestone Contract	Amount Initial Orders Tires	H&AS
Allentown	Philadelphia	318*	102	15.748	1.857
	Harrisburg	28	—	—	—
	Total	346	102	15.748	1.857
Harrisburg	Harrisburg	232	21	1.721	308
Reading	Harrisburg	259	63	13.982	2.001
	Philadelphia	322*	117	21.647	843
	Total	581	180	35.629	2.844
Scranton	Harrisburg	76	4	735	10
	Syracuse	58	12	3.816	79
	Philadelphia	35*	30	950	109
	Total	169	46	5.501	198
Wilkes Barre	Harrisburg	251	88	7.292	1.525
	Syracuse	25	—	—	—
	Total	276	38	7.292	1.525
Williamsport	Harrisburg	221	46	3.909	880
	Syracuse	45	5	460	—
	Pittsburgh	20*	—	—	—
	Buffalo	25*	—	—	—
	Total	311	51	4.369	880
York	Harrisburg	202	41	4.888	43
	Philadelphia	46*	14*	1.729	79
	Total	248	55	6.617	122
	Total Region	2163	493	76.877	7.734

* Estimated

April 19, 1951

2833

COMMISSION EXHIBIT NO. 214C.

The Atlantic Refining Company
Western Pennsylvania Region

Progress Through 4-14-51

Atlantic District	Firestone District	# Accounts Atlantic Listed	# Signed on Firestone Contract	Amount Initial Orders Tires	H&AS
Pittsburgh	Pittsburgh	299	68	46,239	3,541
	Akron	17	7	1,614	367
	Total	316	75	47,853	3,908
Altoona	Pittsburgh	186	41	10,764	38
	Harrisburg	24	1	140	4
	Total	210	42	10,904	42
Greensburg	Pittsburgh	234	88	12,889	130
Ohio Distributors	Akron	10	—	—	—
	Cleveland	6	2	7,832	1,706
	Pittsburgh	2	—	—	—
	Columbus	1	1	1,800	553
	Total	19	3	9,632	2,259
	Total Region	779	208	81,278	6,339

April 19, 1951

2920

Commission Exhibit No. 214D.

2835

COMMISSION EXHIBIT NO. 214D.

The Atlantic Refining Company
Southern Region*

Progress Thru 4/14/51

Atlantic District	Firestone District	# Accounts Atlantic Listed	# Signed on Firestone Contract	Amount Initial Orders	
				Tires	H&AS
Baltimore	Baltimore	100	84	71,489	6,174
	Pittsburgh	27	24	1,370	60
	Total	127	108	72,859	6,234
Richmond	Richmond	69	51	22,911	2,073
	Baltimore	15	3	300	150
	Total	84	54	23,211	2,223
Charlotte	Charlotte*	98	36	41,592	—
	Richmond	7	3	12,020	—
	Total	105	39	53,612	—
Jacksonville) and Miami)	Jacksonville*	148	38	15,077	11,478
	Atlanta*	35	7	13,385	1,100
	Total	183	45	31,462	12,578
Total Region		509	246	181,144	21,035

* Progress thru 4/7/51

April 19, 1951

2837 COMMISSION EXHIBIT NO. 214E.

April, 1951

The Atlantic Refining Company

Commission Exhibit No. 214E.

2921

Summary

Atlantic Region	April Sales				Fiscal Year Sales Thru April 1951			
	Number Outlets	Tires & Tubes	Home & Auto Sup.	Total	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	Total
Eastern Penna.	2,422	184,285	41,424	225,709	—	279,874	87,371	367,245
Western Penna.	941	82,839	17,357	100,196	824.3	182,741	56,378	239,119
Southern	404	91,382	10,320	101,702	—	138,191	38,141	176,332
Total	3,867	358,506	69,101	427,607	—	600,806	150,890	757,696
% of Total		83.8	16.2	100.0		79.3	20.7	100.0
Last Year		22,757	3,203	25,960		22,757	3,203	25,960

2839 COMMISSION EXHIBIT NO. 214F.

December, 1951

The Atlantic Refining Company

Summary

Firestone District	Number Outlets	December 1951				2 Months Sales Thru December 1951			
		Tires & Tubes	Home & Auto Sup.	Total	% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.	Total	Same Period Last Yr. or Dec.
Eastern Pennsylvania									
Sales Commission	2,261	94,936	68,598	163,534		184,736	121,486	306,222	43,235
Sales To Atlantic	7	757	1,150	1,907		1,162	1,759	2,921	—
Total	2,268	95,693	69,748	165,441		185,898	123,245	309,143	43,235
Western Pennsylvania									
Sales Commission	946	22,674	36,124	58,798		81,767	80,950	162,717	54,277
Southern Pennsylvania									
Sales Commission	550	23,827	18,113	41,940		55,437	34,945	90,382	
Sales To Atlantic	6	231	987	1,218		231	1,346	1,577	
Total	556	24,058	19,100	43,158		55,668	36,291	91,959	
Sales Commission	3,757	141,437	122,835	264,272		321,940	237,381	559,321	97,512
Sales To Atlantic	13	988	2,137	3,125		1,393	3,105	4,498	—
Total	3,770	142,425	124,972	267,397		323,333	240,486	563,819	97,512
% of Total		53.3	46.7	100.0		57.3	42.7	100.0	
Last Year		37,672	16,017	53,689		62,176	35,386	97,512	

% of Increase by Product

(Handwritten in right lower margin:) Ck. Rec'd \$24,616.48.

FEDERAL TRADE COMMISSION

BUCKET NO. 6786 COMMISSION EXHIBIT NO. 215A

IN THE MATTER OF Atlantic

DATE 4/1/57 BY Witness

ACE REPORTING CO., Official Reporter

By Thornick



LED- 85251

CREDIT CARD 1950
EXPIRES DEC. 31

EX 215A

VOID 2841

*Subject to conditions on reverse side the above
named customer is granted credit privilege of*

THE ATLANTIC REFINING COMPANY

BUCKET NO. 6786 COMMISSION EXHIBIT NO. 215B

FEDERAL TRADE COMMISSION

CONDITIONS

1. All purchases made upon presentation of this card shall be paid for by customer named on the face hereof.
2. Payment is due upon presentation of bill.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for purchase of the following at Service Stations displaying the sign, "Atlantic Credit Cards Honored Here":
Atlantic Petroleum Products.
Tires, tubes, batteries and accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Washing, lubrication, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
5. Credit may be cancelled or restricted at any time without notice.
6. If card is lost or stolen notify ATLANTIC in writing at once.

2842

FEDERAL TRADE COMMISSION

DOCKET NO. 6486

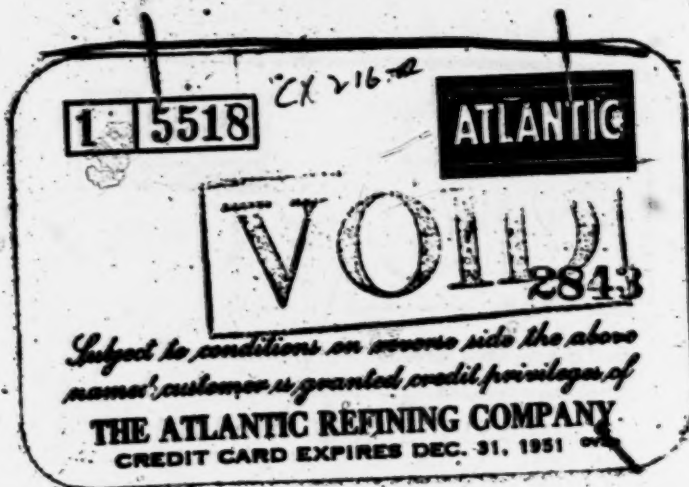
COMMISSION
RESPONDENT

EXHIBIT NO. 216A

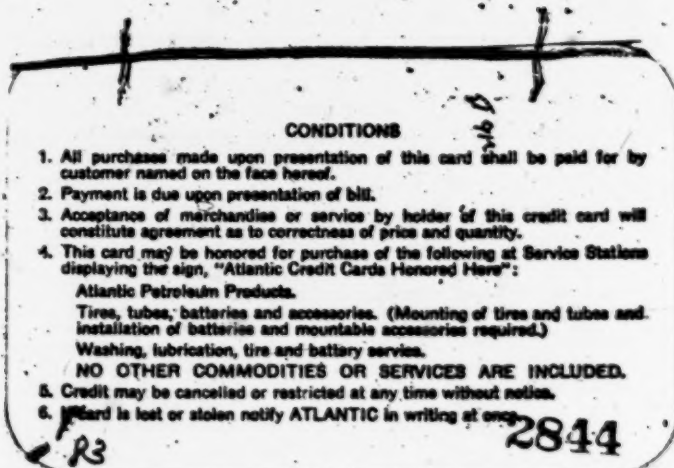
IN THE MATTER OF *Hardy & Atlantic*DATE *4-1-57*

WITNESS

ACE REPORTING CO., Official Reporter

By *Thursh*

FEDERAL TRADE COMMISSION
DOCKET NO. 6486 COMMISSION RESPONDENT EXHIBIT NO. 216B



FEDERAL TRADE COMMISSION
 DOCKET NO. 6496 COMMISSION EXHIBIT NO. 217A
 IN THE MATTER OF Atlantic Refining Co. & Atlantic
 DATE 9-4-57 WITNESS _____
 ACE REPORTING CO., Official Reporter
 By M. M. M.

ATLANTIC	ACCOUNT NUMBER	
	20	1604

CX 217A

VOID

2845

Subject to conditions on reverse side the above framed customer is granted credit privilege of

THE ATLANTIC REFINING COMPANY

CREDIT CARD EXPIRES DEC. 31, 1952

FEDERAL TRADE COMMISSION
 DOCKET NO. 6496 COMMISSION EXHIBIT NO. 217B
 RESPONDENT

0612

CONDITIONS

1. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
2. All bills are due for payment upon presentation.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for the purchase of the following at Atlantic stations authorized to honor Atlantic credit cards:
 Atlantic Petroleum Products.
 Tires, tubes, recapping, batteries and automotive accessories recommended by Atlantic. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
 Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
5. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
6. If this card is lost or stolen, notify Atlantic in writing at _____

2846

FEDERAL TRADE COMMISSION

DOCKET NO. 248 COMMISSION EXHIBIT NO. 218AIN THE MATTER OF Goodman, AtlanticDATE 4/4/52 WITNESS _____


ACE REPORTING CO., Official Reporter

By Thomist

ATLANTIC	ACCOUNT NUMBER <u>20-1390</u>
<u>CX 218A</u>	VOID <u>2847</u>
Subject to conditions on reverse side the above named customer is granted credit privileges of	
THE ATLANTIC REFINING COMPANY	
CREDIT CARD EXPIRES DEC. 31, 1953 over	

FEDERAL TRADE COMMISSION

DOCKET NO. 248 COMMISSION EXHIBIT NO. 218B

<u>9/9/52</u>	CONDITIONS			
<ol style="list-style-type: none"> 1. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company. 2. All bills are due for payment upon presentation. 3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity. 4. This card may be honored for the purchase of the following at Atlantic stations authorized to honor Atlantic credit cards: Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only. Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.) Lubrication, washing, polishing, tire and battery service. NO OTHER COMMODITIES OR SERVICES ARE INCLUDED. 5. Credit may be restricted or canceled and card repossessed without prior notice. 6. If this card is lost or stolen, notify Atlantic in writing at once. 				
The credit privileges granted by this card may also be honored by dealers and stations at				
	<table border="1"> <tr> <td>THE OHIO OIL CO.</td> <td>ILLINOIS INDIANA KENTUCKY</td> <td>MICHIGAN OHIO</td> </tr> </table>	THE OHIO OIL CO.	ILLINOIS INDIANA KENTUCKY	MICHIGAN OHIO
THE OHIO OIL CO.	ILLINOIS INDIANA KENTUCKY	MICHIGAN OHIO		

CONDITIONS

1. Acceptance of merchandise or service by use of this credit card will constitute agreement as to correctness of price and quantity.
2. All bills are due for payment upon presentation.
3. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
4. If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
5. This card will be honored for the purchase of the following at Atlantic stations displaying the Atlantic sign:
Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only.
Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.

★ TIRES — BATTERIES — ACCESSORIES

(Minimum Sales \$20.00)

With your Atlantic credit card, you may pay for your tires, batteries and accessories (minimum sales \$20.00) one-third in 30, 60 and 90 days each. There is no charge for this service. Ask your Atlantic Dealer.

2850



SUPERIOR PETROLEUM CORPORATION, LTD.
in the Provinces of Ontario and Quebec in Canada.

THE OHIO OIL COMPANY
Illinois Indiana Kentucky Michigan Ohio

It may also be honored for similar products and services by service stations and dealers of the following companies:

Connecticut New Hampshire Rhode Island
Delaware New Jersey South Carolina
Florida New York Vermont
Georgia North Carolina Virginia
Maryland Ohio (Eastern) West Virginia
Massachusetts Pennsylvania

ATLANTIC

Your Atlantic Credit Card will be honored at service stations displaying this sign.

ATLANTIC

EXPIRES

DEC. 31, 1934


CREDIT CARD

ACCOUNT NUMBER

CX 219A

2849

THE ATLANTIC REFINING COMPANY
INCORPORATED-1870



ATLANTIC

Connecticut New Hampshire Rhode Island
 Delaware New Jersey South Carolina
 Florida North Carolina Vermont
 Georgia Ohio (Eastern) West Virginia
 Maryland Massachusetts Pennsylvania

ATLANTIC

CREDIT CARD

EXPIRES DEC. 31, 1955

ACCOUNT NUMBER

VOID

THE ATLANTIC REFINING COMPANY

YOUR ATLANTIC CREDIT CARD WILL BE HONORED AT SERVICE STATIONS DISPLAYING THIS SIGN.

It may also be honored for similar products and services by service stations and dealers of the following companies:

THE OHIO OIL COMPANY
 Illinois
 Indiana
 Kentucky
 Michigan

2851

SUPERTEST PETROLEUM CORPORATION, LTD.
 in the Provinces of Ontario and Quebec in Canada

2853-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000

★ EXTENDED CREDIT TERMS

ON TIRES, BATTERIES, ACCESSORIES

With your Atlantic credit card, you may pay for your tires, batteries and accessories (minimum sales \$10.00) one-third in 30, 60 and 90 days each. There is no charge for this service. Ask your Atlantic Dealer.

CONDITIONS

- Acceptance of merchandise or service by use of this credit card will constitute agreement as to correctness of price and quantity.
- All bills are due for payment upon presentation.
- Credit may be restricted or cancelled and card repossessed at any time without prior notice.
- If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
- This card will be honored for the purchase of the following at Atlantic stations displaying the Atlantic sign:
 Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only.
 Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
 Lubrication, washing, polishing, tire and battery service.
- NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.**
 Keep this card in your possession at all times. Do not risk loss of it in the glove compartment.

CONDITIONS

1. Acceptance of merchandise or service by use of this credit card will constitute agreement as to its correctness of price and quantity.
2. All bills are due for payment upon presentation.
3. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
4. If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
5. This card will be honored for the purchase of the following at Atlantic stations displaying the Atlantic sign:
Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only. Tires, tubes, reapplying, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and quantity accessories required.)
Lubrication, washing, polishing, tire and battery service.
6. Keep this card in your possession at all times. Do not risk loss of it in the glove compartment.

★ EXTENDED CREDIT TERMS

No down payment . . . No carrying charge
With your Atlantic-Credit Card, you may pay for your tires, batteries and accessories of \$10.00 up to \$50.00, one third in 30, 60 and 90 days each. On sales of \$50.00 or more, you may pay one-sixth each month.
Ask your Atlantic Dealer.



ATLANTIC

Your Atlantic Credit Card will be honored at service stations displaying this sign.

It may also be honored for similar products and services by service stations and dealers of the following companies:

THE OHIO OIL COMPANY

Illinois Kentucky
Indiana Michigan
Ohio

SUPERTEST PETROLEUM CORPORATION, LTD.
In the Provinces of Ontario and Quebec in Canada.

ATLANTIC CREDIT CARD

ACCOUNT NUMBER

EXPIRES DEC. 31, 1956

THE ATLANTIC REFINING COMPANY

2853
2853

CREDIT CARD GUIDE

VERIFY THIS CARD



1 LFD-4 3 90000
CREDIT CARD
SERIES DEC. 31 1950

John J. Doe
Main St.,
Yourtown, Pa.

Subject to conditions on reverse side the above
named customer is granted credit privileges of
THE ATLANTIC PETROLEUM COMPANY

ATLANTIC

Presentation of a currently valid Atlantic
Credit Card is necessary for credit. Prod-
ucts sold on other identification are sold
on your own risk.

WHAT YOU MAY SELL ON AN ATLANTIC CREDIT CARD

ATLANTIC PETROLEUM PRODUCTS

Hi-Aze, White Flash—Tank Capacity
Atlantic Motor Oil— | Crankcase Capacity
13-gal. case goods
and all Atlantic Petroleum Products

SERVICE

Atlantic Lubrication, Tire & Battery Service, Washing
and Polishing.

TIRES, BATTERIES & ACCESSORIES

NEW LEE TIRES & TUBES—Up to \$30. Above \$30,
require Credit Department
approval. Tires must be
mounted. Batteries must
be installed. Accessories
must be installed. Copy of
Lee Tire Guaranty must be
attached to invoice (B-139).

ANTI-FREEZE—Vehicle Requirements

No other commodities or services to be included.
Such items, as car repairs, radios, garage rent and
parking charges, are not acceptable.

Send summary of Credit Card sales (Form B-248)
to Atlantic weekly with an EXTRA one to
reach company before the 25th of each month.

Sales made contrary to these instructions will be
charged back to you.

1 Fill in ledger number.

2 Show date of sale.

3 Print name and address
as shown in Credit Card.

4 Secure number from top
of Credit Card.

5 Copy license number of
vehicle and state.

6 Show products, quantity,
price including tax and
amount of sale.

7 Have customer sign.

8 Stamp dealer's station
code number on four
copies.

Check expiration date of
Credit Card.

Four copies should be
legible.

68808-23



428-324 WESTMONT, N. J.
Haddon & Maple Aves.

John J. Doe

100 MAIN STREET
Yourtown, Pa.

DATE: 12-31-50

TIME: 9:00 AM

STATION: 100 MAIN STREET

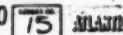
PRODUCTS:

PRODUCT	QUANTITY	PRICE	TAX	TOTAL
ATLANTIC WHITE FLASH	10	1.50	.15	1.65
ATLANTIC MOTOR OIL	13	1.50	.15	1.65
ATLANTIC BATTERY	1	7.50	.15	7.65
ATLANTIC TIRE	2	1.50	.15	1.65
ATLANTIC ACCESSORIES	1	1.50	.15	1.65
TOTAL				12.10

Signature: John J. Doe

Station Code: 100

68808-40



428-324 WESTMONT, N. J.
Haddon & Maple Aves.

John J. Doe

100 MAIN STREET
Yourtown, Pa.

DATE: 12-31-50

TIME: 9:00 AM

STATION: 100 MAIN STREET

PRODUCTS:

PRODUCT	QUANTITY	PRICE	TAX	TOTAL
ATLANTIC WHITE FLASH	10	1.50	.15	1.65
ATLANTIC MOTOR OIL	13	1.50	.15	1.65
ATLANTIC BATTERY	1	7.50	.15	7.65
ATLANTIC TIRE	2	1.50	.15	1.65
ATLANTIC ACCESSORIES	1	1.50	.15	1.65
TOTAL				12.10

Signature: John J. Doe

Station Code: 100

EXTENDED TERMS—Minimum sales—\$15.00

These will help you make sales which
would be lost if it were necessary to sell on
regular terms.

Extended terms apply to new Lee tires &
tubes, Exide batteries and accessories supplied
by Atlantic.

Subject to instructions on above.

Prepare separate B-139.

Maximum terms:

1/2 10th 1st following mo.

1/2 10th 2nd following mo.

1/2 10th 3rd following mo.

Mark "11236" clearly on the invoice;
otherwise regular terms will apply.
Attach copy of Lee Tire Guaranty.

VERIFY THIS CARD

ATLANTIC

THE ATLANTIC REFINING COMPANY
CREDIT CARD EXPIRES DEC. 31, 1991

1020-198-1-61

GOOD YEAR

The Goodyear Tire & Rubber Company, Inc.

1100 BROAD ST.
NEWARK 5, N. J.

July 7, 1930

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Attention: Mr. Leon Jerven
Assistant Comptroller

Gentlemen:

A brief explanation is deemed necessary in connection with the attached G-1204.

Because the sales program did not get fully under way until the middle of June, and the necessary details in setting-up supply points, establishing credit limits, etc., plus the fact that our District books close on the 10th, sales credited for the month of June represent only a small fraction of the total actually made to Atlantic accounts.

These sales will, however, be picked up in July and reported, and we are confident that a satisfactory volume of business will be shown.

Very truly yours,

THE GOODYEAR TIRE & RUBBER CO., INC.

Staff
District Operating Manager

Paul Castleberry Jr.

FEDERAL TRADE COMMISSION

DOCKET NO. 148

IN THE MATTER OF

DATE 7/1/37

WITNESS

SALES REPORTING CO., Official Reporter

W. H. H. H.

COMMISSION EXHIBIT NO. 226B.

2933

THE ATLANTIC RUBBER & CHEMICAL COMPANY
JUNE 30, 1950

COMMISSION

New Tires & Tubes

268

10%

26.80

Batteries (Excl. Resolute) & Cables

0

10

0

Resolute Batteries

0

7%

0

Car & Home Supplies, Etc.

63

10

6.30

Total

331

33.10

Issued July 14, 1950

FEDERAL TRADE COMMISSION
DOCKET NO. 6488 EXHIBIT NO. 226B

COMMISSION EXHIBIT NO. 227A. 2934

THE ATLANTIC REFINING COMPANY
PETROLEUM PRODUCTS

220 NINTH STREET

PHILADELPHIA 1, PA.

August 18, 1950

ELLIOTT
CONTROLLER

C'DUCE

Good Year Tire & Rubber Co.
1144 East Market St.
Akron 16, Ohio

Gentlemen:

We thank you for your check #23697 in the amount of \$1,334.40 covering commission on purchases of Good Year products by our dealers for the period from June 21 through July 20.

We note however that evidently the 7 1/2% commission due on sales of Roadster batteries was not included in your remittance. Roadster battery sales were \$20 which would entitle us to a commission of \$1.50.

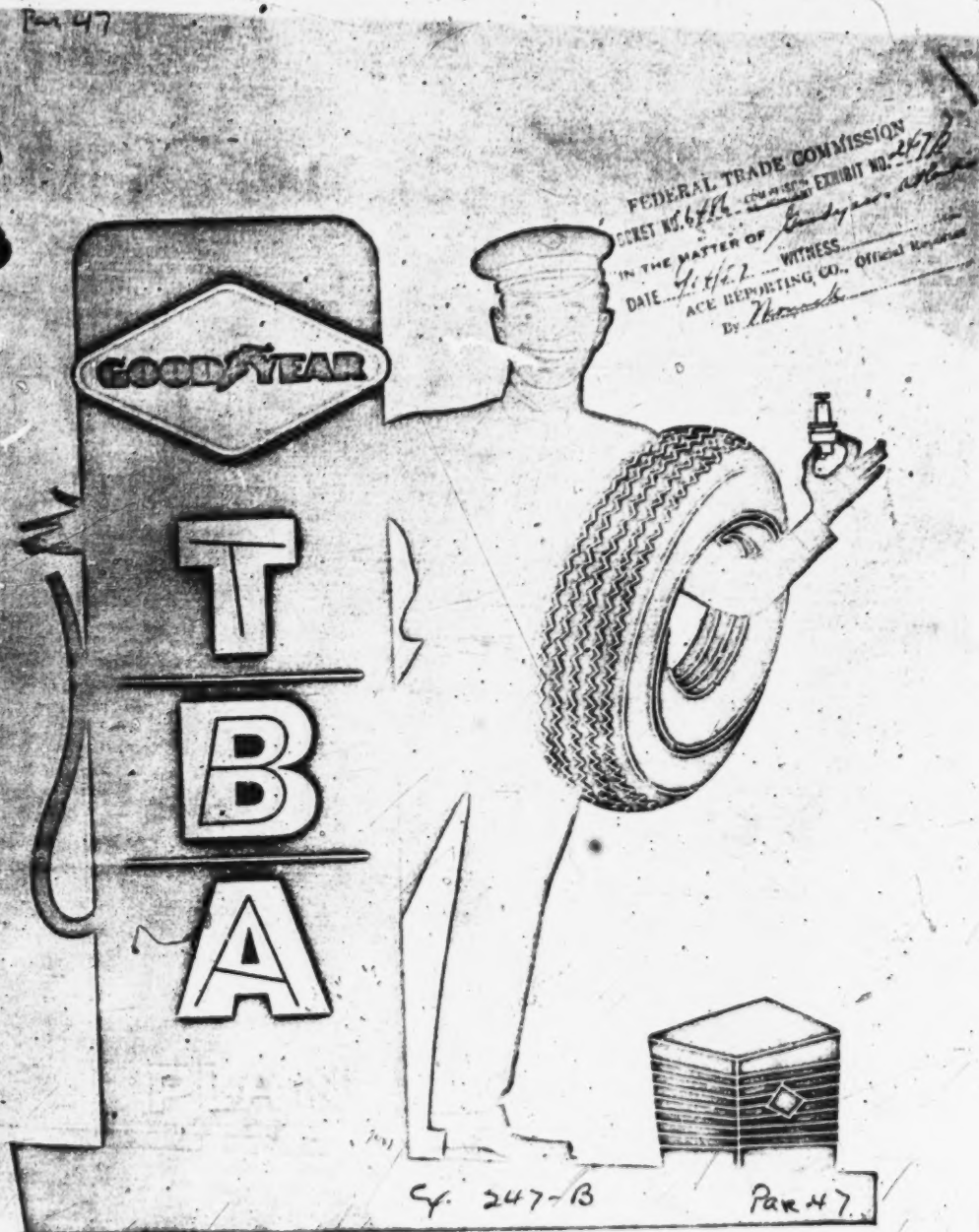
In a first effort to be in error, please include the \$1.50 commission with our next remittance.

Very truly yours,

Assistant Controller


FEDERAL TRADE COMMISSION
DOCKET NO. 6486 COMM. SUP. EXHIBIT NO. 227A
IN THE MATTER OF *Good Year - Akron*
DATE *4/14/51* WITNESS
AGE REPORTING CO., Official Reporter
By *Marshall*

Par 47



DO YOU OPERATE
A SERVICE STATION
OR JUST
A "GAS" STATION?

The difference is the



profit you make!

Goodyear's T B A Plan has made Service Stations out of thousands of "Gas" Stations from coast to coast. Here's why...

GOODYEAR has:

- 1 An organized T B A Plan
- 2 The world's most acceptable T B A Products
- 3 The widest distribution of T B A Merchandise
- 4 The most experience with oil company marketing

THE GOODYEAR T B A PLAN

1 Is tailored to fit YOUR individual requirements.

No need to guess at what items to order. Only the best selling items are on your shelves. There's no guesswork involved.

**2 Simplifies your inventory problems—
provides the "right" items at the "right" time.**

You do only the selling. Goodyear provides you with a STOCK GUIDE that enables you to keep salable merchandise, in the right quantities, in stock at all times.

3 Can increase your profits 30 to 50%

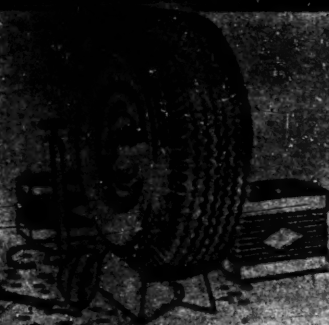
4 It is short, simple and easy to follow

IN A NUTSHELL...

Goodyear offers Service Station Operators the world's first-choice line of tires and tubes. These are the tires that are preferred most and bought by more people than any other kind. Goodyear Batteries, both wet and dry charge, give the dependable service that makes and keeps your customers yours. Goodyear Car and Home Merchandise is the best and most acceptable of all national brands available.

With all the advantages of proven, customer accepted T B A products, Goodyear provides merchandising assistance based on many years of sound experience... plus prompt replenishment of out-of-stock merchandise.

FOR YOUR CUSTOMERS
 AND
 YOUR PLACE OF BUSINESS.



WITH GOODYEAR PRODUCTS
 AND
 GOODYEAR MERCHANDISING
 EXPERIENCE.

BA offers you a great opportunity

Today, more tires, batteries, and accessories are sold by Service Stations than any other type of retailers. You can get your share, and more sales and more profits, if you —

- 1 OBSERVE your customers' needs and ASK for their business.
- 2 STOCK enough and stock the RIGHT kind of merchandise.
- 3 Keep your merchandise well DISPLAYED and COMPETITIVELY priced.
- 4 SERVICE the products you sell, properly.

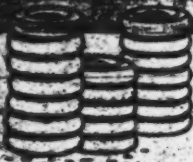
THE Market
FOR
TBA
THIS YEAR
\$4,000,000,000

FOUR BILLION dollars

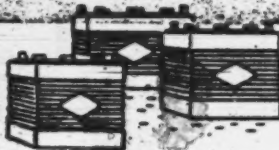
About \$24.00 for every
living man, woman, and
child in the United States,
today!

SERVICE
STATION

TBA sales

**TIRES**

\$830,000,000

**BATTERIES**

\$180,000,000

**ACCESSORIES**

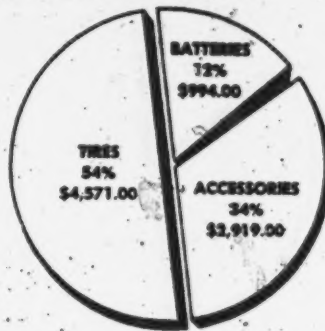
\$530,000,000

Based on U.S. Government census of the Service Station Business,
this is what should be sold by Oil Company Outlets handling TBA.

The national average of T B A retail
sales per station handling T B A
merchandise will be—

\$3,484.00 PER STATION

The average of \$3,484.00 total T B A
retail sales per station is divided
among T B A products like this—

**AVERAGE SERVICE STATION**

(10,000 to 20,000 gallons per month)

TBA SALES PER 1000 GALLONS

Tires and Tubes	\$32.44
Batteries	7.05
Accessories	20.72
Total Sales per 1000 gal.	\$60.21

HIGH GALLONAGE SERVICE STATION

(25,000 and more gallons per month)

TBA SALES PER 1000 GALLONS

Tires and Tubes	\$27.88
Batteries	5.33
Accessories	15.66
Total Sales per 1000 gal.	\$48.87

High gallonage stations sell less TBA per 1,000 gallons but more in total dollars.

2942

What and When

DO YOUR
CUSTOMERS
BUY?



3296

Here are the two basic guides to help you make the most profit on a minimum investment, yet have the merchandise the customers want when they want it.

POPULARITY OF T B A MERCHANDISE

TIRES		BATTERIES		ACCESSORIES			
Period	% of Total		% of Total Goodyear Wet and Dry Charge	Items	% of Total	Items	% of Total
6.70-15.....	42.0	Group	48.5%	Battery Cables	3.2	Cleaner Supplies	2.3
6.80-15.....	15.0			Auto Lamps—Bulbs	5.3	Exhaust Extensions	0.3
7.10-15.....	30.0			Auto Fuses	0.4	Mirrors	2.3
7.20-15.....	14.0			Filters—Elements	15.2	Seat Cushions	2.3
8.50-15.....	2.0			Spark Plugs	18.3	Seat Covers	2.3
8.90-15.....	8.0	2L	15.3	Wiper Blades &		Flashlights &	
8.30-15.....	2.0	2F	3.2	Accessories	4.5	Flashlight Batteries	2.4
8.40-15.....	1.5	2E	11.2	Fan Belts	4.4	Friction Tape	0.5
Misc.	1.5	2N	2.0	Radiator Hose	2.2	Floor Mats	1.6
Truck	100%	15Y	5.2	Radiator Caps	1.8	Thermostats	2.2
6.00-16.....	2.3	Misc.	5.9	Radiator Chemicals	0.4	Miscellaneous	11.6
6.20-16.....	12.2			Polishes & Waxes	9.4		100.0%
7.00-16.....	8.5						
7.50-16.....	3.2						
7.50-16.....	2.6						
All others	66.7						
	100%						

*Popularity of auto accessories based on national sales reported by Oil Company outlets.

SEASONAL BUYING HABITS

	TIRES	BATTERIES	ACCESSORIES
Jan. Feb. March	18.9%	18%	Feature anti-freeze, chains, defrosters, thermostats, heater hose, ice scrapers, license plate accessories, fog lights, etc.
April May June	28.3%	16.5%	Promote sales of cleaners, polishes and supplies, cooling system cleansers and inhibitors, dress up items, seat covers, grill guards, colored floor mats, etc.
July Aug. Sept.	31.1%	33.7%	Emphasis on travel items, sun glasses, mirrors, cigarette lighters, horns, spot remover, garment carriers, jacks, fishing tackle, picnic and outdoor items.
Oct. Nov. Dec.	21.7% 100.0%	31.8% 100.0%	Check every car's battery, spark plugs, oil filter and element, wiper arms, auto bulbs and lamps, antifreeze, fan belt; radiator hose.

How much investment needed?

Conveniently located Goodyear warehouse and Supplying Dealer stocks minimize the need for large inventories in your station.

Here is an accurate formula of dollar investment required, determined by YOUR gasoline sales.

One of these two classifications will eliminate guessing how much you should invest and what quantities of T B A you should stock.

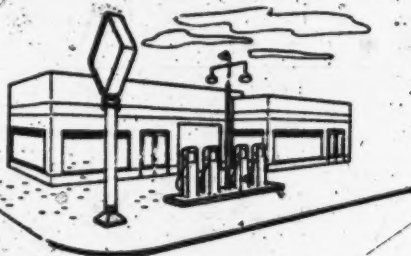


For the AVERAGE Service Station

The investment for stations selling under 20,000 gallons of gas per month should be based on these AVERAGE station cost figures.

Per 1000 gallons of gas YOU sell

	Cost
Tires and Tubes	\$24.01
Batteries	4.93
Accessories	13.47
Investment per 1000 gallons	\$42.41



EXAMPLE: Station pumping 11,700 gallons per month.

Tires and Tubes	— 11,700 gals. x \$24.01 =	\$280.92
Batteries	— 11,700 gals. x \$ 4.93 =	57.68
Accessories	— 11,700 gals. x \$13.47 =	157.60
Total Monthly Investment		\$496.20

For the HIGH GALLONAGE Station

High gallonage stations (20,000 gallons or more per month) can follow the same formula with these average cost figures.

Per 1000 gallons gasoline	Cost
Tires and Tubes	\$19.52
Batteries	3.57
Accessories	10.18

Total investment per 1000 gals. \$33.27



EXAMPLE: Station pumping 31,000 gallons per month.

Tires and Tubes	— 31,000 gals. x \$19.52 =	\$605.12
Batteries	— 31,000 gals. x \$ 3.57 =	110.67
Accessories	— 31,000 gals. x \$10.18 =	315.58
Total Monthly Investment		\$1,031.37

Experience, based on industry turnover, shows that the opening inventories for new stations starting a T B A program should be approximately twice the monthly averages shown.

2946

HOW MUCH
profit
?

3300

The amount of profit you make is entirely up to YOU.

The answer is to **SELL** and **SERVICE**.

T B A profit

"per 1000 gallons of gasoline"
sold by the AVERAGE station,

	<u>COST</u>	<u>RETAIL</u>
Tires and Tubes _____	\$24.01	\$32.44
Batteries _____	4.93	7.06
Accessories _____	13.47	20.72
	<u>\$42.41</u>	<u>\$60.21</u>

\$60.21 - \$42.41 = \$17.80 Profit per 1000 gals.

12,000 gallons per month — \$213.60 PROFIT

144,000 gallons per year — \$2,563.00 PROFIT

The profit for HIGH GALLONAGE stations

	<u>COST</u>	<u>RETAIL</u>
Tires and Tubes _____	\$19.52	\$27.86
Batteries _____	3.57	5.33
Accessories _____	10.18	15.66
	<u>\$33.27</u>	<u>\$48.87</u>

\$48.87 - \$33.27 = \$15.60 Profit per 1000 gals.

31,000 gallons per month — \$483.60 PROFIT

\$72,000 gallons per year — \$5,803.20 PROFIT

This profit is purely from merchandise sales.

In addition, extra profit is earned from the servicing of these products — such as tire and tube repair, tire switching, battery charging and rentals, seat cover installation, wheel balancing, etc.



Here's the

TBA

SUCCESS

PATTERN

modern merchandising
modern equipment
Plus good service

CREATE SALES

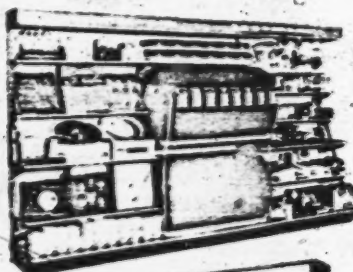
Make the most of your available display space with these sales-building, space-saving T B A fixtures.

They are compact . . . they are versatile . . . they display your merchandise front and center . . . they increase sales.

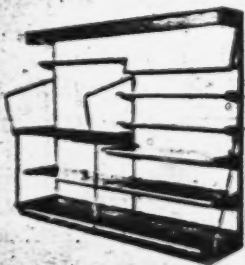
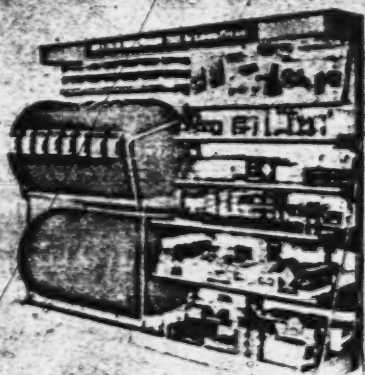
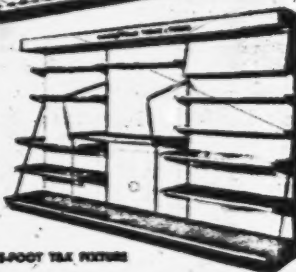
They are set at eye-level . . . all the other merchandise is in easy reach . . . the fixture puts the products in sight and in your customers' minds.

These fixtures can be used free-standing or attached to the wall. They are modern and attractive; of rugged steel construction; shelves and the cradle are adjustable; they are flexible for almost any group of merchandise; the baked-on, enamel finish is easy to clean and wears through long, rugged service.

These display units are available in Eight-foot and Twelve-foot sizes. These are display and selling units expertly planned and created by Goodyear technicians to do a specific job of selling T B A products better. You can order these units through your regular Goodyear sources.



TWELVE-FOOT TBA FIXTURE



EIGHT-FOOT
TBA FIXTURE

3303

New Tire

MERCHANDISE

New Tire sales represent more than half of your total T B A dollar volume.

Since your tire sale prospects are the people who drive up to your gas islands, your apron and court displays and promotions of new tires are your strongest and most direct appeal.

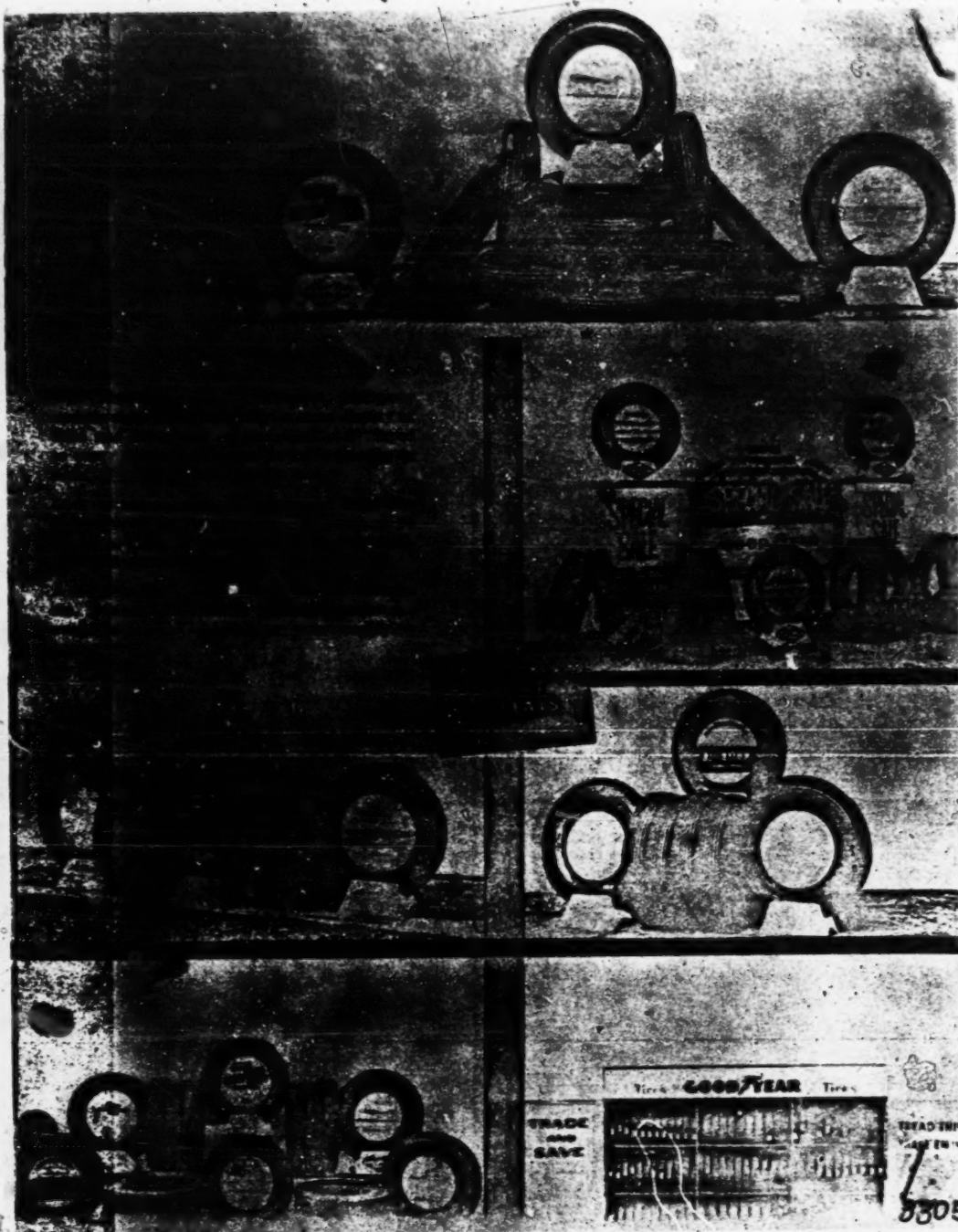
Mass product display is time proven . . . the best examples are the uses of mass product displays in super markets and chain stores. Mass display demands attention; it stimulates buying impulses by creating the impression of an active operation . . . a good place to deal.



APRON
DISPLAYS



2951



TRADE
MARK
SAVE



TRADE MARK
SAVE

5305

USED TIRE MERCHANDISING

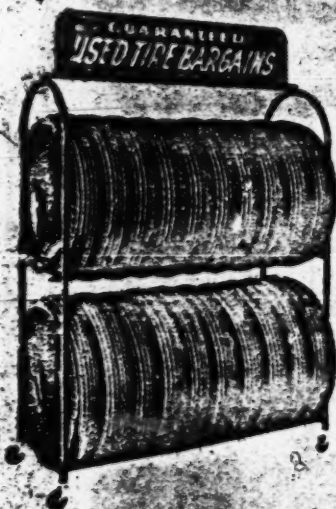
Almost every new tire sale involves the trade-in of a used tire. A good part of your profit is tied up in the used tire until you sell it. The used tire can be sold, in many cases at a price greater than the trade-in allowance . . . if you merchandise it right.

DRESS UP USED TIRES

DRESS UP USED TIRE DISPLAYS

For profitable used tire turnover, follow this tested program:

1. Buy trade-in tires at the right price.
2. Re-condition all used tires that are still serviceable. Clean and dress them. Re-groove or recap those with sound bodies that are smooth. Scrap all others.
3. Set a price on used tires that matches or beats your competition.
4. Guarantee your used tires to give satisfactory service . . . and back it up!
5. Display clean, dressed used tires on your service court. Tag each tire with the price, size, and brand clearly shown. Group tires by sizes and price for easy comparison.
6. **SELL . . . sell aggressively.** Identify your used tires with a large sign or banner reading **"GUARANTEED USED TIRES \$1.00 and up"**. Spot the display prominently. Use the classified ads in your local newspaper . . . **ASK FOR THE BUSINESS.**

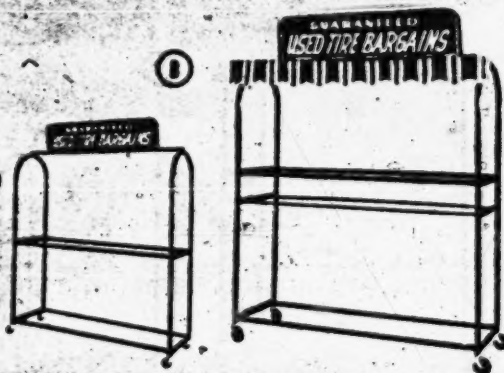


A Only 22" wide, 37" long and 48" high with a large 12" by 24" double-faced metal sign . . . mounted on easy rolling casters . . . holds twenty tires . . . equipped with lock chain.

B Holds 24 tires and 14 tube boxes . . . stands 72" high, 22" wide, and 36" long . . . 12" by 24" double-faced metal sign . . . mounted on easy rolling casters . . . includes evening . . . lock chain.

These Used Tire Display Merchandisers are available at Goodyear or your Goodyear supply point.

THEY WILL SELL BETTER



TAG THE TIRES . . . PUT THE FACTS ON THE TIRES — Goodyear offers you these tags to help you do a full selling job. Order them from Goodyear or your Goodyear supply point.

SERVICE IS A MAJOR REQUISITE OF MUCH TBA SELLING

Tires and tubes must be mounted . . . batteries installed or charged . . . spark plugs, oil filters, fan belts, wiper blades, auto lamps, horns, and a long list of other accessories must be serviced.

Modern, labor-saving, time-saving equipment allows you to do these services quickly and efficiently.

With the right equipment you can—

Reduce actual labor

Do a harder job

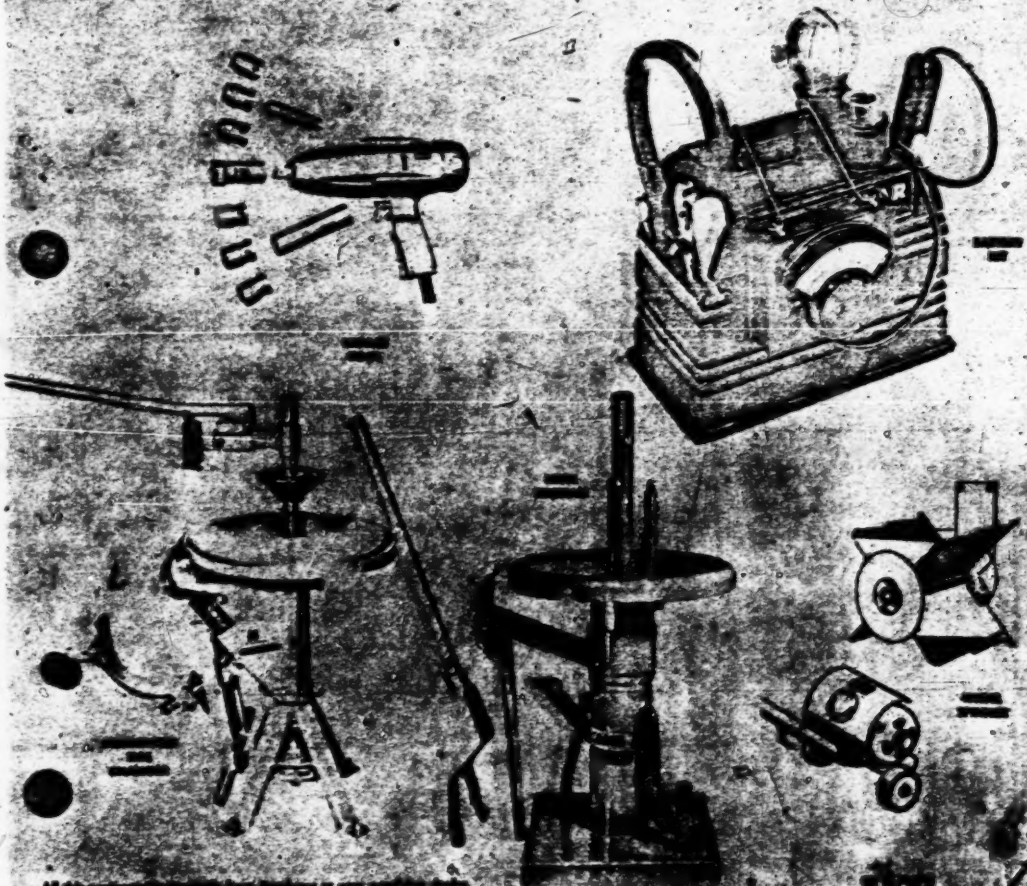
Protect the customers' property

Impress the customer favorably with fast,

efficient service

Saves time . . . lets you do more jobs . . .

make more profit



All the equipment shown here is available in your territory.

BUSINESS
WEEKWINSTON CHURCHILL
AS WEAPON OF THE
RUSSIAN PROPAGANDA

here are the merchandising aids To help you SELL

NATIONAL ADVERTISING . . . Goodyear's national advertising program is by far the largest in the industry. Every one of your customers is contacted and pre-sold by thousands of Goodyear sales messages every day, every week, every month through magazines, newspapers, radio, and television. These are the messages that help you sell more Goodyear products.

PROFIT TIPS . . . 5 times a year these publications are issued. Profit Tips provide you with a recommended sales and merchandising program for each peak sales period. It previews new selling aids, merchandising ideas and best-selling items to be featured during these peak seasons. Profit Tips are supplied at no charge.

T & A MANUAL . . . This manual is issued to you once a year. It provides you with a complete listing of code numbers of all Goodyear products. It is a quick and easy reference between salesmen and customers. It also contains Goodyear code numbers for all products. It is a quick and easy reference between salesmen and customers. It also contains Goodyear code numbers for all products.

SALES TRAINING . . . Goodyear's Sales Training program is designed to help you sell more Goodyear products. It includes a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service.

SALES AID . . . Goodyear's Sales Aid program is designed to help you sell more Goodyear products. It includes a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service.

SALES AID . . . Goodyear's Sales Aid program is designed to help you sell more Goodyear products. It includes a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service. It is a complete course in sales techniques, product knowledge, and customer service.

...to wrap up the package deal

YOUR T.B.A. INVENTORY

can be selected from the following list of high turnover T.B.A. products supplied by Goodyear.

With Goodyear as the one, single source of T.B.A. stock, you have one ordering procedure, one billing procedure, and one reliable re-order point.

Goodyear, the world's largest tire company, backs up its years of successful marketing through Oil Company outlets with assistance and counsel that pays off in profits for you.

Check the suggested T.B.A. stock carefully; you can choose your stock with confidence.

2956

HIGH GALLONAGE STATION

PASSENGER TIRES	DOUBLE EAGLE		NYLON CUSTOM				RAYON DELUXE				SUPER-CUSHION				MARATHON
	Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type
	Rev.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Black
6.70-15	—	—	—	—	—	2	4	2	2	2	2	2	1	1	2
6.00-16	—	—	—	—	—	—	—	—	—	—	4	—	—	—	4
7.10-15	—	—	—	—	—	2	2	2	1	1	1	1	1	1	—
7.00-15	—	2	—	—	—	2	2	2	1	1	1	—	—	—	—
8.00-15	—	—	—	—	—	2	1	1	1	1	—	—	—	—	—
8.20-15	—	—	—	—	—	1	1	—	—	—	—	—	—	—	—
8.40-15	—	—	—	—	—	1	1	—	—	1	—	—	—	—	—

PASSENGER TIRES	Deluxe H. D. Black	LifeGuard Blowout Shields	TRUCK TIRES		Traction Hi-Miler Tubelins	Rib Hi-Miler	Cut Tread	Hi-Miler Commercial Tubelins	TRUCK TIRES		H. D. Black
6.00-16	6	—	6.00-16	6 Ply	—	2	—	—	6.00-16	2	2
6.25/6.50/	2	—	6.50-16	6 Ply	—	2	—	—	6.50-16	4	4
6.70-16	2	—	6.70-15	6 Ply	—	—	—	2	7.00-15	2	2
6.00/6.40-15	6	—	7.00-15	6 Ply	1	2	—	—	7.50-16	1	1
6.50/6.70-15	6	—	7.50-16	6 Ply	—	1	—	—	7.00-20	1	1
7.10-15	6	—	7.50-20	10 Ply	—	1	—	—	7.50-20	1	1
7.00/7.60-15	6	—									
8.00-15	6	—									
7.50/8.20-15	6	—									

AVERAGE GALLONAGE STATION

PASSENGER TIRES	NYLON CUSTOM				RAYON DELUXE				SUPER-CUSHION			
	Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type	
	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.	Bk.	Rev.
6.70-15	—	—	—	2	—	2	—	2	—	1	—	1
6.00-16	—	—	—	—	—	—	—	—	—	2	—	—
7.10-15	—	—	—	2	—	2	—	1	—	—	1	1
7.00-15	—	—	—	2	—	2	—	1	—	—	—	—
8.00-15	—	—	—	2	—	2	—	1	—	—	—	—

PASSENGER TIRES	Deluxe H. D. Black	LifeGuard Blowout Shields	TRUCK TIRES		Traction Hi-Miler Tubelins	Hi-Miler Rib	Hi-Miler Commercial Tubelins	TRUCK TIRES		H. D. Black
6.00-16	6	—	6.00-16	6 Ply	—	2	—	6.00-16	2	2
6.25/6.50/6.70-16	2	—	6.50-16	6 Ply	—	2	—	6.50-16	4	4
6.00/6.40-15	2	—	6.70-15	6 Ply	—	—	2	7.00-15	1	1
6.50/6.70-15	6	—	7.00-15	6 Ply	2	—	—	7.50-16	1	1
7.10-15	4	—	7.50-16	6 Ply	—	—	—	7.00-20	1	1
7.00/7.60-15	4	—	7.50-20	10 Ply	—	—	—	7.50-20	1	1
8.00-15	2	—								

AVERAGE GALLONAGE STATION

BATTERIES	Double Eagle	Deluxe AH Weather	AH Weather	Special
Group 1	1	1	1	1
Group 2	1	1	—	—
Group 2L	—	1	—	—
Group 2F	—	—	1	—
Group 2E	—	—	1	—
Group 2N	—	1	—	—
Group 3EE	—	1	—	—
Group 24S	—	1	—	—
Group 60K	—	1	—	—

BATTERY CABLES	Insulated Cable	Ground Strip		
G-12C	2	—	—	—
G-14C	2	—	—	—
G-19C	2	—	—	—
G-23C	1	—	—	—
G-27C	1	—	—	—
G-31C	1	—	—	—
G-36C	1	—	—	—
G-75	—	1	—	—
G-95	—	1	—	—
G-125	—	1	—	—
G-165	—	1	—	—
G-235	—	1	—	—

HIGH GALLONAGE STATION

BATTERIES	Double Eagle	Deluxe AH Weather	AH Weather	Special
Group 1	2	4	1	1
Group 2	1	1	1	—
Group 2L	—	1	1	—
Group 2F	—	—	1	—
Group 2E	—	—	1	—
Group 2N	—	1	—	—
Group 3EE	—	2	—	—
Group 24S	—	1	—	—
Group 60K	—	1	—	—

BATTERY CABLES	Insulated Cable	Ground Strip		
G-12C	4	—	—	—
G-14C	4	—	—	—
G-19C	2	—	—	—
G-23C	2	—	—	—
G-27C	2	—	—	—
G-31C	2	—	—	—
G-36C	2	—	—	—
G-75	—	2	—	—
G-95	—	2	—	—
G-125	—	2	—	—
G-165	—	2	—	—
G-235	—	2	—	—

WESTINGHOUSE AUTOMOTIVE LAMPS

	Av.	W-24
Indicator #51	222-0102	10 30
Indicator, Instrument #53	0105	10 10
Parking, Instrument #54	0103	20 10
Indicator, Marker, Instrument #57	0108	10 10
License, Parking, Instrument #57	0104	20 30
Indicator, Marker, Instrument #63	0125	10 10
Interior, Parking, Instrument #61	0130	10 10
Interior, Signal #82	0106	10 10
Interior, Signal #87	0105	10 10
Interior, Signal #88	0171	10 20
Tail, Stop #1034	0168	10 10
Turn Signal, Rack U, #1073	0110	10 10
Interior, Signal #1129	0109	10 10
Interior, Signal #1141	0120	20 30
Stop, Tail #1154	0121	10 10
Stop, Tail #1155	0173	10 10
Dome, Stop or Courtesy, #1004	0150	1 1
Truck & Bus Replacement Chart		

FLASHLIGHT BULBS

	Av.	W-24
Flashlight 2D Cells PR 2	25-0167	10 20
Flashlight 3D Cells PR 3	0168	10 10
Flashlight 3D Cells 13	0151	10 10
Flashlight 2D Cells 14	0152	10 10
Pen Light Bulb 222	0162	10 10

SEALED BEAM LAMPS

	Av.	W-24
Headlamp #5040	222-0142	16 24
Headlamp #5400	0143	8 16
*12 Volt Lamps Westinghouse		
Wall Chart Passenger Cars	0149	1 1

BUSS AUTO FUSES

Contains the following:

	Av.	W-24
Fuse 1 box (5 Fuses) AGA 3	222-1409	
Fuse 1 box (5 Fuses) AGC 10	1414	
Fuse 4 box (20 Fuses) AGC 30	1412	
Fuse 1 box (5 Fuses) AGC 15	1411	
Fuse 1 box (5 Fuses) SFE 7 1/2	1418	
Fuse 1 box (5 Fuses) SFE 4	1403	
Fuse 1 box (5 Fuses) SFE 6	1404	
Fuse 3 box (15 Fuses) SFE 9	1405	
Fuse 12 box (60 Fuses) SFE 14	1406	
Fuse 10 box (50 Fuses) SFE 20	1407	
Fuse 7 box (35 Fuses) SFE 30	1408	
Buss Fuse Asst.	1421	

FLEXIBLE RADIATOR HOSE - GOODYEAR

	Av.	W-24
Assortment	543-9002	1 1
Consists of the following:		
FH-2007	543-1001	3
FH-2015	-1005	2
FH-2407	-1011	2
FH-2410	-1012	2
FH-2413	-1013	2
FH-2416	-1014	2
FH-2806	-1021	2
FH-2811	-1022	2
FH-2813	-1024	2
FH-2816	-1025	2
FH-2818	-1026	2
FH-2823	-1027	2

Also includes a Chart, Set of Flexible Radiator Hose Rack Nos & 20 Hose Clips.

OIL FILTERS & ELEMENTS

A-C

	Av.	W-24
P-309 Element	222-3422	6 12
P-112 Element	3436	1 2
P-115 Element	3429	5 9
P-301 Element	3441	1 2
P-320 Element	3421	1 3
PF-216 Element	3433	1 3
PF-131 Element	3455	4 8
PF-336 Element	3462	4 8
P-916 Element	3463	2 4
P-305X Element	3427	4 8
PF-319 Element	3439	1 3
P-21 Element	3428	2 4
PF-122 Element	3420	2 4
P-127 Element	3431	2 4
C-331 Element	3432	6 12
	3435	1 2

Paralator

	Av.	W-24
PER 1/2 Filter	222-3303	1 2
P-34 Element	3305	5 10
P-37 Element	3306	1 2
P-51 Element	3317	3 4
PN-15 Element	3304	1 2
P-40 Element	3318	2 3
P-48 Element	3324	3 4
P-70 Element	3315	4 6
P-70FR Element	3308	1 2
P-82 Element	3326	1 2
P-124 Element	3320	3 4
P-125 Element	3321	2 3
P-75 Element	3323	2 4
P-131 Element	3332	6 12

A-C SPARK PLUGS

	Av.	W-24
A-C Spark Plugs #48	222-2540	10 20
A-C Spark Plugs #48X	1297	10 20
A-C Spark Plugs #46	1263	30 40
A-C Spark Plugs #46X	1294	20 30
A-C Spark Plugs #46	2524	10 20
A-C Spark Plugs #45-L	1265	20 30
A-C Spark Plugs #45	2523	30 40
A-C Spark Plugs #45-R	2502	10 20
A-C Spark Plugs #45-VLR	2503	10 10
A-C Spark Plugs #44	2525	30 40
A-C Spark Plugs #44	2522	10 20
A-C Spark Plugs #M-8	2536	10 20
A-C Spark Plugs #104	2533	10 20
A-C Spark Plugs #47-L	2545	10 10
A-C Spark Plugs #85-T	1262	10 10
A-C Spark Plugs #R-36	1277	10 20
A-C Spark Plugs #45-XL	2506	10 10
A-C Spark Plugs #43-L	2544	10 10
	1292	10 10

Commercial Types

	Av.	W-24
A-C Spark Plugs #44-5 Comm.	222-1264	10 10
A-C Spark Plugs #45 Comm.	1266	10 10
A-C Spark Plugs #44 Comm.	1267	10 10
A-C Spark Plugs #43-L Comm.	1292	10 10
A-C Spark Plugs #43-5 Comm.	1294	10 10
FM-24 Spark Plug Merchandise	1246	1 1

START CLOSURE CAPS

Start Gas Caps, Radiator Caps —
Display Merchandise and
Stock Assortment

222-1692

Ac. No-24.

1

1

Consists of the following:

Start R-1 Under Hood Radiator Cap	222-1620	2	
Start R-3 Under Hood Radiator Cap	1622	2	
Start R-4 Under Hood Radiator Cap	1623	2	
Start R-5 Under Hood Pressure Cap	1650	2	
Start R-6 Under Hood Pressure Cap	1651	2	
Start R-7 Under Hood Pressure Cap	1652	1	
Start R-8 Under Hood Pressure Cap	1653	2	
Start R-9 Under Hood Pressure Cap	1654	2	
Start R-12 Under Hood Pressure Cap	1656	1	
Start R-13 Under Hood Pressure Cap	1657	1	
Start R-14 Under Hood Pressure Cap	1658	2	
Start R-15 Under Hood Pressure Cap	1659	2	
Start G70A Locking Gas Cap	1690	2	
Start G-32 Locking Gas Cap	1694	1	
Start G-73 Locking Gas Cap	1695	2	
Start G20A Gas Cap	1693	6	
Start G25B Gas Cap	1694	2	
Start G-22 Gas Cap	1697	2	
Start G-30 Fenderwell Gas Cap	1696	3	
Start G-31 Fenderwell Gas Cap	1698	2	
Start G35B Fenderwell Gas Cap	1697	2	
Start G75B Locking Gas Cap	1691	1	

Start Oil Filler Cap Assortment
in Display Carton

222-1674

Ac. No-24.

1

1

Consists of the following:

Start SO-41 Oil Filler Cap	222-1675	3	
Start SO-42 Oil Filler Cap	1676	3	
Start SO-43 Oil Filler Cap	1677	2	
Start SO-44 Oil Filler Cap	1678	2	
Start SO-45 Oil Filler Cap	1679	4	
Start SO-46 Oil Filler Cap	1680	4	
Start SO-47 Oil Filler Cap	1681	1	

Comparable Closure Cap Types also Available in AC.

FAN BELTS — GOODYEAR

#18 Fan Belt	520-1018	2	3
#60 Fan Belt	1060	2	3
#96 Fan Belt	1096	2	3
#450H Fan Belt	2450	2	3
#101 Fan Belt	1101	2	3
#76 Fan Belt	1076	2	3
#254 Fan Belt	1254	2	3
#32 Fan Belt	1032	2	3
#19 Fan Belt	1019	1	2
#467H Fan Belt	2467	1	2
#263 Fan Belt	1263	1	1
#402H Fan Belt	2402	1	1
#407H Fan Belt	2407	1	1
#258 Fan Belt	1258	1	1
#408H Fan Belt	2408	1	1
#404H Fan Belt	2404	1	1
#370 Fan Belt	1370	1	1
#406H Fan Belt	2406	1	1
#452H Fan Belt	2452	1	1
#460H Fan Belt	2460	1	1
#442H Fan Belt	1442	1	1
#403H Fan Belt	2403	1	1
#446H Fan Belt	2466	1	1
#3011H Fan Belt	3011	1	1
#3001H Fan Belt	3001	1	1

MIRRORS

4 1/4" Round Rear View Mirror	222-0804	2	3
Oblong Rear View Mirror	0814	2	3
Body Mount Mirror	0820	2	3
Rear View Mirror Display	0812	1	1
Body Mount Mirror	0826	2	3
Visor Vanity Mirror	0830	4	4

RADIATOR HOSE CLAMPS

Hose Clamp Assortment	222-4207	1	1
-----------------------------	----------	---	---

Consists of the following:

1 1/2" to 3/4" Hose Clamp	222-4201	20	
1 1/4" to 1 1/2" Hose Clamp	4202	30	
1 1/2" to 1 3/4" Hose Clamp	4203	40	
2" to 2 1/4" Hose Clamp	4204	20	

HEATER HOSE

Heater Hose (50' roll)	544-9001	1	1
------------------------------	----------	---	---

RADIATOR CHEMICALS

Warner Cooling System Protector	222-2280	6	12
Warner Liquid Solder	2281	6	12
Warner Radiator Dry Cleaner	2283	6	12
Warner Radiator Cleaner	2282	6	12
DuPont Cooling System Cleaner	2285	12	24
DuPont Fast Flush	2287	12	24
DuPont Anti-Rust & Pump Lubricant	2286	12	24
DuPont Acid-Rust Inhibitor	2240	12	24
DuPont Cooling System Sealer	2284	12	24
DuPont Heavy Duty Sealer	2273	6	12
Mac's Cooling System Cleaner	2285	6	12
Mac's Stop Leak	2282	6	12
Mac's No. "13" Rust Preventive	2294	6	12

*Select Brand Popular in Your Trading Area.

CLEANERS, POLISHES & SUPPLIES

Simoniz Vista	222-2271	6	12
Simoniz Bodyshine	2272	6	12
Simoniz Paste Wax	2273	6	12
Simoniz Liquid Cleaner	2274	6	12
Simoniz EZ-2 Chrome Cleaner	2213	6	12
Simoniz Liquid Bodyguard	2223	6	12
Johnson "J" Wax	2265	6	12
Johnson Deep Gloss Carnu	2263	6	12
Johnson Car Plate Cleaner	2270	6	12
Johnson Car Plate Wax	2262	6	12
Johnson H D Cleaner	2267	6	12
Johnson Chrome Cleaner	2257	6	12
DuPont "T" Polish & Cleaner	2252	6	12
DuPont New Car Wax	2260	6	12
DuPont Dissolve	2118	4	6
DuPont Cellulose Sponge	2014	6	12
DuPont Cellulose Sponge	2015	6	12
DuPont Car Wash	2268	4	12
Mac's Mild Blend Cleaner	2259	6	12
Mac's Special Cleaner	2256	6	12
Mac's "Resin Coat" Polish	2125	6	12
Mac's Super Gloss Car Wash	2256	6	12
Mac's Super Gloss Car Polish	2256	6	12
Goodyear Spot Remover	2206	6	6
Goodyear Tar Remover	2115	6	6

CLEANERS, POLISHES & SUPPLIES (Cont.)

	Av.	St. Col.
Goodyear Chrome Cleaner	222-2234	6 6
Goodyear Car Wash 6 oz.	2233	6 12
Goodyear White Side Wall Cleaner ..	2137	6 6
Rymplecloth	2228	12 24
All Purpose Polish Cloth	2148	6 12
Las Stik Polish Mitt	2225	6 12
Chamois 13" x 17"	4011	3 12
Chamois 20" x 26"	4006	3 3
Chamois 27" x 29"	4013	2 4

Select the brands most popular in your trading area.

EXHAUST EXTENSIONS

Jeweled Super Exhaust Deflector	222-0305	2 4
Tubular Exhaust Extension	0309	4 6
Turbo Jet Exhaust Deflector	0312	2 4
Downdraft		
Tubular Exhaust Extension	0313	2 4
Caprice Extension	0314	2 4

SEAT CUSHIONS

Fibre Cushion	222-3503	2 4
DeLuxe Wedge Cushion	3504	4 4
Shredded Foam Cushion	3510	4 6
Air Cool Seat Cushion	3509	4 6
Large Air Cooled Seat Cushion	3512	2 3
Air Cooled Cushion Display Rack	3513	1 1

AMCO WINDSHIELD WIPER ACCESSORIES

Windshield Wiper Blades		
Anco Super Service		
Clear Flex Blades — 9"	222-2882	
Anco Super Service		
Clear Flex Blades 10"	2883	
Anco Super Service		
Clear Flex Blades 11"	2884	
Anco Super Service		
Clear Flex Blades 12"	2885	
Anco Super Service		
Rainmaster Blades 8 1/4"	2887	
Anco Super Service		
Rainmaster Blades 9"	2888	
Anco Super Service		
Rainmaster Blades 10"	2889	
Anco Super Service		
Rainmaster Blades 11"	2890	
Anco Super Service		
Rainmaster Blades 12"	2891	
Anco Turtleback Blade — 12"	2895	
Anco Clear Flex Blade Refills — 12"	2896	
Anco Clear Flex Blade Refills — 9"	2897	
Anco Clear Flex Blade Refills — 10"	2898	
Anco Clear Flex Blade Refills — 11"	2899	
Anco Clear Flex Blade Refills — 12"	2900	
Anco Washer Fluid (Ctn 12)	2875	1 1
Anco 1/4" Wiper Hose — 90"	2897	1 1
Anco 1/4" Wiper Hose — 50"	2898	1 1
Anco Servisella Portable		
Service Cabinet	2850	1 1
Wiper Arms		
Super-Service 6" — 10"	2903	4 6
Super-Service 10" — 14"	2904	6 8
Anco "Service Seller" Stand	2850	1 1
Winhout Stock	2939	1 1
Anco Big-Shot Windshield Washer		1 2

SOLE THERMOSTATS

Dole Sale Maker Assortment

Consists of the following:

DVI	222-3101	Quantity 1
DVIH	3102	Quantity 3
DVF	3103	Quantity 2
DVFH	3104	Quantity 2
DV 2	3105	Quantity 1
DV 2 H	3106	Quantity 1
DV 3	3107	Quantity 1
DV 3 H	3108	Quantity 1
DV 20	3129	Quantity 1
DV 20 H	3130	Quantity 3

FLASHLIGHT BATTERIES

	Av.	St. Col.
Size D Standard (Box 48)	23-0107	48 48
Size C Junior	9106	12 12
A.A. Penlite	9110	24 24

FRICTION & PLASTIC TAPE

= 1 Friction Tape	222-0341	1 1
(Display — 32 rolls)		
= 2 Friction Tape	0342	1 1
(Display — 16 rolls)		
= 4 Friction Tape	0343	6 12
(Rolls only)		
= 8 Friction Tape	0344	2 4
(Rolls only)		
Goodyear Plastic Tape 1/2" x 10'	0345	1 1
(Display — 18)		

FLOOR MATS

Protecto Mat 18" x 16" Blue	222-1532	2 2
Protector Mat 18" x 16" Green	1533	2 2
Protector Mat 18" x 16" Coral	1534	2 2
Protecto Mat 18" x 16" Black	1535	2 4
Twin Mats — Ebony Black	1536	1 pr. 2 pr.
Twin Mats — Sky Blue	1537	1 pr. 3 pr.
Twin Mats — Emerald Green	1538	1 pr. 3 pr.
Twin Mats — Coral	1539	1 pr. 2 pr.
Twin Mats — Blue Gray	1540	1 pr. 2 pr.
Twin Mats — Desert Tan	1541	1 pr. 2 pr.
Twin Mats — White	1542	1 pr. 2 pr.

BRAKE FLUID

Goodyear Moderate Duty		
Brake Fluid — 12 oz.	222-2220	12 24
Goodyear Moderate Duty		
Brake Fluid — Gal.	2237	1 1
Goodyear Heavy Duty		
Brake Fluid — 12 oz.	2131	12 24
Goodyear Heavy Duty		
Brake Fluid — Gal.	2134	1 1
Goodyear Heavy Duty		
Brake Fluid — 5 Gal.	2238	

FLASHLIGHTS

Flashlight & Battery Display Deal ..	23-0217	1 1
Consists of the following:		
2 E.P. Flashlight Batteries Size O	23-0107	48
Jet Beam 2 Cell Junior Flashlights	0210	3
Jet Beam 2 Cell Flashlights	0211	6
Jet Beam 3 Cell Flashlights	0212	3
Jet Beam Flashlight	0209	1 1
(Display Case of 12)		
Flashlight Holders	0553	3 3

MISCELLANEOUS AUTOMOTIVE CHEMICALS

DuPont Multi Service Cleaner	222-2219	1 1
DuPont Gas Guard	4324	3 6
DuPont Clear Windshield Sealer	2110	3 6
Ruglyde Rubber Lubricant	4331	1 1
Las Stik Leather Cleaner	2140	3 6
Lock Ease Lock Fluid	4302	3 6
Door Ease Stick Lubricant (Box of 6)	4301	1 1
Flex-O-Fix (Ctn 12)	4308	1 1
Quickie Hand Cleaner	2261	2 4
Goodyear General Use Oil	4309	6 6

3313

2960

GOOD SERVICE
combined with the
Goodyear TBA Plan
gives you the key
to full

PROFITS

and now

T

O SUM UP

You have the customers and prospects.

Goodyear provides the products, selling tools and merchandising help.

Through GOOD SERVICE and being ALERT, if you point out your customer's tire, battery and accessories needs and ASK for the

Order . . .

With the Goodyear T B A plan

You can
write
your own
PROFIT
ticket!

3315



2962



THE GOODYEAR TIRE & RUBBER COMPANY, INC.
AKRON 16, OHIO

3316

3321

COMMISSION EXHIBIT NO. 250.

The Atlantic Refining Company
Incorporated—1870
Petroleum Products

M. G. Davis
Manager of Marketing
Eastern Pennsylvania Region

First and Penn Avenue
West Reading, Pa.

November 2, 1955

RM:GD
Lancaster & Ford Avenues
Wilmington, Delaware
#361-218

Mr. Morris A. Stein
Lancaster & Ford Avenues
Wilmington, Delaware

Registered Mail

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company, dated July 29, 1955, this is to inform you of a default(s) in compliance with Clause 3 (Purpose and Use Clause) of that lease.

You have not complied with item #1 of letter dated July 26, 1951 attached to your lease. This reads as follows:

“1—Housekeeping—Clean, sanitary premises inside and out.”

You are further required that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy this default(s), other-

2964

Commission Exhibit No. 251.

wise you will not have complied with your lease obligations.

Yours very truly,

The Atlantic Refining Company

By: MGD

Regional Manager of Marketing

MGD:HS

cc: Mr. R. S. Zinn, Wilmington

3322

COMMISSION EXHIBIT NO. 251.

The Atlantic Refining Company

Incorporated—1870

Petroleum Products

M. G. Davis

Manager of Marketing

Eastern Pennsylvania Region

First and Penn Avenue
West Reading, Pa.

February 7, 1956

RM:MGD

Mr. Alfred R. Trivits

East Side Rt. #13 & Oak Lane

Laurel, Delaware

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company, dated June 21, 1955, this is to inform you of a default(s) in compliance with Clause 3 (Purpose and Use Clause) of that lease. You are in default with reference to the following standards set forth in our letter dated Jan. 6, 1955, which letter was attached to your original lease.

1—Housekeeping

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy this default(s), otherwise you will not have complied with your lease obligations.

Yours very truly,

The Atlantic Refining Company

By: _____
Regional Manager of Marketing

MGD:HS

CC: Mr. R. S. Zinn, Wilmington

3323 COMMISSION EXHIBIT NO. 252.

The Atlantic Refining Company

Incorporated—1870

Petroleum Products

M. G. Davis

Manager of Marketing

Eastern Pennsylvania Region

First and Penn Avenue
West Reading, Pa.

December 21, 1956

RM:MGD

Mr. William A. White, Sr.

205-09 French Street

Wilmington, Delaware

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company, dated Nov. 30, 1955, this is to inform you of a default(s) in compliance with Clause 3 (Purpose and Use Clause) of that lease. You are in default with reference to the following standards set forth

in our letter dated Dec. 20, 1955, which letter was attached to your original lease.

1—Housekeeping: Default in appearance of station

6—Hours of Operation: Location not open sufficiently long hours

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy this default(s), otherwise you will not have complied with your lease obligations.

Yours very truly,

The Atlantic Refining Company

By: M. G. Dodson

Regional Manager of Marketing

MGD:HS

3324

COMMISSION EXHIBIT NO. 253.

Registered Mail

May 2, 1955

Messrs. Abraham Berman & Horton Shor
Atlantic Service Station
Reisterstown Road and Fordleigh Lane
Baltimore, Maryland

Gentlemen:

In accordance with the terms of your lease with The Atlantic Refining Company dated January 27, 1955, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. You have not maintained a satisfactory standard of housekeeping.

2. From our observations, we note that hours of operation of your station are such that we believe that your marketing area is not being properly served.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

H. M. Hathaway

District Manager

hnh/dv

cc: Mr. W. R. Holland

2968

Commission Exhibit No. 254A.

3325

COMMISSION EXHIBIT NO. 254-A.

Registered Mail

December 8, 1953

Mr. Michael J. Clifford
Park Heights and Garrison Avenues
Baltimore, Maryland

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated September 1, 1953, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. From observation, we note that your regular hours of operation are such that we believe your market area is not being properly served.

2. We also note from observations that inventories maintained in your station are not adequate to serve normal customer needs without delay.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Cordially yours,

J. G. Burns,
District Manager.

jgb/dv
12-30-53

(The following notation in longhand is found at the bottom of this exhibit:)

The above conditions have not been corrected.

J. G. Burns.

3326

COMMISSION EXHIBIT NO. 254-B.

The Atlantic Refining Company
Petroleum Products
112 South Boulevard
Charlotte 1, N. C.

M. G. Davis

Manager of Marketing
Southern Region

January 4, 1954

IM-MGD

Park Heights & Garrison Aves.
Baltimore, Maryland
Station #523-111

Via Registered Mail

Return Receipt Requested

Mr. Michael J. Clifford

Park Heights & Garrison Aves.

Baltimore, Maryland

Dear Sir:

You are hereby notified that our service station lease dated September 1, 1953 is terminated effective today. Although there may be other grounds justifying this termination in accordance with the lease provisions, we are specifying particularly your failure to:

1. Maintain uniform daily operating schedule based on the buying habits of potential trade in the area.
2. Maintain adequate inventories to serve customer needs.

Yours very truly,

The Atlantic Refining Company,

By: _____

Regional Manager of Marketing.

nal

CC: Messrs. J. C. Burns

D. McMillen

2970

Commission Exhibit No. 255.

3327

COMMISSION EXHIBIT NO. 255.

October 13, 1954

Mr. G. B. Gason-Niebling
Carlisle St. & Hunting Park Ave. .
Phila. Pa.

Dear Mr. Gason-Niebling:

In accordance with the terms of your lease with The Atlantic Refining Company dated June 30, 1954, this is to inform you of the faults in compliance with the obligations imposed by that lease.

1. The standard of housekeeping maintained by you is deficient.
2. You do not maintain records adequate enough to reflect financial status and return from various phases of your business.
3. Your hours of operation are not consistent and are not in line with your neighborhood competition.

You are further reminded that, in accordance with the terms of your lease, you have 15 days from the day you receive this notice to remedy these faults; otherwise your lease will have been breached.

Cordially yours,

A. R. Sanporn.
District Manager

E McC-mb
Registered Letter.

3328

COMMISSION EXHIBIT NO. 256A.

September 20, 1954

Registered Mail

Return Réceipt

Mr. Albert J. Hoffman

1502 Tonnelle Avenue

North Bergen, N. J.

Dear Mr. Hoffman:

In accordance with the terms of your lease with The Atlantic Refining Company, dated April 1, 1954, this is to inform you of defaults in compliance with Clause 3 (Purpose and Use Clause) of that lease.

1. The standard of housekeeping established by Atlantic has not been maintained satisfactorily by you.
2. From our observations, we note irregular hours of operation of your station to the point that we believe your market area is not being properly served.
3. You are conducting a repair garage rather than a service station.
4. As a result of this repair work, there are numerous wrecks parked on the property.
5. You are using the premises for the sale of used cars.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy these defaults, otherwise your lease will have been breached.

Yours truly,

The Atlantic Refining Company

/s/ Leslie Geer

Leslie Geer

LG:el

2972

Commission Exhibit No. 256B.

3329

COMMISSION EXHIBIT NO. 256B.

Copy

Law Offices

Bradley and Heck

7 Hillside Avenue

Tenafly, New Jersey

September 30, 1954

Atlantic Refining Company

1111 Delancy Street

Newark 5, N. J.

Attn: Mr. Leslie Geer

Dear Sir:

Your letter of September 20th, 1954 addressed to Mr. Albert J. Hoffman of North Bergen has been referred to me. After an investigation and inspection of the premises, we have come to the conclusion that there is no reasonable basis for your allegations of defaults under Mr. Hoffman's lease.

The standard of housekeeping appears to be good, and I understand that you have made no effort to take care of any maintenance work or painting of the premises, in spite of requests by the lessee to that effect. The allegation that he is conducting a repair garage is frivolous, as is the assertion that the premises are being used for the sale of used cars. The only used cars on the premises are those belonging to the lessee, and licensed in his name, and being used by him in connection with his business. It is possibly true that a customer's car may be parked here from time to time awaiting service, but I would hardly construe that as a breach.

I would suggest that a little cooperation from your

field representative would do a great deal to improve your company's relationships with this dealer. That angle might bear some looking into.

Very truly yours,

/s/ Stanley W. Bradley

B:B

3330

COMMISSION EXHIBIT NO. 256C.

Atlantic

Copy

B-765 11/53

Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and Albert J. Hoffman of North Bergen, State of New Jersey hereby agree that their certain Lease Agreement dated March 11, 1954 affecting premises situated at 1502 Tonnelle Avenue in North Bergen County of Hudson State of New Jersey A. J. H. (Initialed in ink) shall by mutual consent expire as of November 15, E.J. 1954, because _____

In Witness Whereof the parties hereto have duly executed this agreement as of the 15th day of November 1954.

The Atlantic Refining Company

Witnesses:

H. A. Millerick

E. J. Keierleber

By: J. O. Estlow

Regional Manager of Marketing

Albert J. Hoffman

2974

Commission Exhibit No. 357A.

3331

COMMISSION EXHIBIT NO. 257A.

The Atlantic Refining Company

November 12, 1953

Registered Mail

PNJ:EMcC

(Return Receipt Requested)

Mr. Aniello L. Iacona
Providence Road and South Avenue
Secane, Pennsylvania

Dear Mr. Iacona:

In accordance with the terms of your lease with The Atlantic Refining Company, dated September 28, 1953, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. The standard of housekeeping maintained by you is deficient.
2. The efficiency of services performed at your station is not on a par with competition.
3. You have not met the minimum requirements for display.
4. Personnel are poorly trained.
5. You do not have a regular program for expanding sales, involving direct mail campaigns, personal solicitation, etc.
6. You do not maintain records adequate to reflect financial status and return from various phases of your business.

You are further reminded that, in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice, to remedy these defaults; otherwise, your lease will have been breached.

Very truly yours,

rme

3332 COMMISSION EXHIBIT NO. 257B.

Copy

Law Offices
Catania & Gorbey
106 East Fifth Street
Chester Del. Co. Penna.
Phone Chester 4-4391

Francis J. Catania
James H. Gorbey

November 19, 1953

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Attention: A. R. Sanborn

Dear Sir:

Please be advised that I represent Mr. Aniello L. Iacona who operates the station at Providence Road and South Avenue, Secane, Pennsylvania.

Your tenant has handed me your letter of November 12, 1953 outlining six alleged deficiencies under his lease dated September 28, 1953.

I have investigated the facts set forth in your letter, and I have determined that the charges contained therein are without foundation. In fact, it appears that the real reason for the charges in your letter are based on my client's refusal to purchase T. B. A. supplies from Mr. Parris who appears to have a local monopoly on T. B. A. supplies and equipment.

If you persist in the conditions set forth in your letter of November 12, 1953, I shall be obliged to contact the federal authorities dealing with this type of monopolistic practices.

2976

Commission Exhibit No. 257C.

If you have anything further in reference to this case, will you kindly contact me and have your salesman refrain from annoying my client at his place of business.

Very truly yours,

/s/ Francis J. Catania

Francis J. Catania

FJC/c

3333

COMMISSION EXHIBIT NO. 257C.

November 25, 1953

Francis J. Catania, Esquire
106 East Fifth Street
Chester, Pennsylvania

Dear Sir:

The accusation that Atlantic is threatening lease cancellation to coerce your client into purchasing TBA from a designated source is rejected because

1. It has no basis in suit.
2. Atlantic has not, cannot, and will not coerce Dealers to do, or not to do, anything, at any time.

Perhaps the clearest proof that your client has misled you lies in the fact that if he remedies, within the period of time designated in the lease, the specified deficiencies in his business performance existing at the time our September 28, 1953 warning letter was issued, the lease will not be cancelled. In fact, I am certain that if he even evidenced an honest intention to improve his business performance, Atlantic would gladly give him both opportunity and assistance.

Atlantic's position is simply this: Atlantic Dealers will lawfully and diligently carry on a first-class competitive service station operation or they will not be Atlantic

Dealers. We are confident that our policy and practice are one and the same—and entirely legal. It follows that our concern about informers, as well as threats from potential informers, is nil, as evidenced by the copies of this letter and your correspondence which have been sent directly to the Federal Trade Commission.

Very truly yours,

Legal Department

RDJ:lh

cc: Bartley T. Garvey, Esq.
Federal Trade Commission
Washington 25, D. C.

3334 COMMISSION EXHIBIT NO. 258A.

cc—Mr. R. D. Jackson
Mr. T. J. Breslin
Mr. W. D. Gaestel
Mr. W. B. Knapp

Registered Mail
Return Receipt
Mr. Thomas J. Policastro
Hudson Blvd. and 88th St.
North Bergen, N. J.

Dear Mr. Policastro:

In accordance with the terms of your lease with The Atlantic Refining Company, dated April 1, 1956, this is to inform you of defaults in compliance with Clause 3 (Purpose and Use Clause) of that lease.

1. The standard of housekeeping established by Atlantic has not been maintained satisfactorily by you.

2. From our observations, we note irregular hours of operation of your station to the point that we believe your market area is not being properly served.
3. You are conducting a repair garage rather than a service station.
4. As a result of this repair work, there are numerous discarded parts scattered over the station premises.
5. You have mutilated Company property. Specifically, you cut two holes through the overhead door in the wash bay side of the station where we are informed you ran exhaust tubes from cars you were running inside the station.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy these defaults, otherwise your lease will have been breached.

Yours truly,

The Atlantic Refining Company
Leslie Geer.

3335 COMMISSION EXHIBIT NO. 258B.

June 4, 1956

Mr. Thomas J. Policastro
Hudson Blvd. and 88th St.
North Bergen, N. J.

Dear Mr. Policastro:

It was extremely gratifying to both Mr. Gaestel and myself to find your spirit of cooperation manifested in your having done such an outstanding job in cleaning your station and to hear you say you were not yet satisfied and were going to continue to improve it.

We were also pleased to receive your promise to operate your station under normal station hours.

I am sure that with this cooperation and our working together that your gallons will rapidly increase and you can be sure that we will do all within our policies to help you achieve this goal.

Sincerely,

Leslie Geer

LG:el

cc-Mr. R. D. Jackson
Mr. T. J. Breslin
Mr. W. D. Gaesstel
Mr. W. B. Knapp

2980

Commission Exhibit No. 259.

3336

COMMISSION EXHIBIT NO. 259.

July 5, 1956

Mr. A. Bennett
Pawtucket and Ferris
Rumford 16, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated October 1, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not kept an adequate inventory on tires, batteries, and accessories to serve normal customer needs without delay.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
District Manager

LEC:MEM

CC Messrs. T. A. Wagner
O. K. Schmid

3337

COMMISSION EXHIBIT NO. 260.

July 13, 1956

Mr. R. L. Bisson
469 Benefit Street
Pawtucket, R. I.

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated December 18, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have failed to maintain on a current basis records adequate to reflect financial status and return from various phases of your business.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
District Manager.

LEC:MEM

CC Messrs. T. A. Wagner
O. K. Schmid

2980

Commission Exhibit No. 259.

3336

COMMISSION EXHIBIT NO. 259.

July 5, 1956

Mr. A. Bennett
Pawtucket and Ferris
Rumford 16, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated October 1, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not kept an adequate inventory on tires, batteries, and accessories to serve normal customer needs without delay.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
District Manager

LEC:MEM

CC Messrs. T. A. Wagner
O. K. Schmid

3337

COMMISSION EXHIBIT NO. 260.

July. 13, 1956

Mr. R. L. Bisson
469 Benefit Street
Pawtucket, R. I.

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated December 18, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have failed to maintain on a current basis records adequate to reflect financial status and return from various phases of your business.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
District Manager.

LEC:MEM

CC Messrs. T. A. Wagner
O. K. Schmid

2982

Commission Exhibit No. 261.

3338

COMMISSION EXHIBIT NO. 261.

October 21, 1955

Mr. Charles Davis
West Shore Road & Carpenter St.
Warwick, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated January 1, 1954, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company

By _____
District Manager.

LEC/mw

Copy:—

T. S. Davis
O. K. Schmid

3339

COMMISSION EXHIBIT NO. 262.

April 1st, 1954

Mr. Herman DeFelice
c/o Herm's Atlantic Serv. Sta.
Willow & Nicoll Streets
New Haven, Connecticut

Dear Mr. DeFelice:

In accordance with the terms of your lease with The Atlantic Refining Company dated July 1, 1953, this is to inform you of defaults in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping in the rest room as revealed by the customer inspection report of March 23, 1954 wherein you scored 42%.

You have not maintained a satisfactory level of service on the driveway as revealed by the customer inspection report of March 23, 1954 wherein you scored 60%.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Very truly yours,

The Atlantic Refining Company
W. F. van Haagen,
District Sales Manager.

WFvH:vk

CC: H. W. Jollie
C. H. Pence

2984

Commission Exhibit No. 263.

3340

COMMISSION EXHIBIT NO. 263.

February 21, 1956

**Mr. Leo F. DiMaio
392 Broadway & Courtland Street,
Providence, Rhode Island**

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated July 7, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained clean, sanitary premises inside and out.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

**The Atlantic Refining Company,
District Manager.**

LEC:MEM

**CC Messrs. A. G. Lyle
O. K. Schmid**

3341

COMMISSION EXHIBIT NO. 264.

January 12, 1956

Mr. Howard F. Hambly
Atlantic Super Service
205 Meeting Street
Providence, Rhode Island

Dear Sir:

In accordance with the terms of your lease with the Atlantic Refining Company dated January 25, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Very truly yours,

The Atlantic Refining Company,
District Manager.

LEC:MEM

CC Messrs. A. G. Lyle
O. K. Schmid

2986

Commission Exhibit No. 265.

3342

COMMISSION EXHIBIT NO. 265.

April 1st, 1954

Mr. Lawrence E. Noel
c/o Larry's Atlantic Serv. Sta.
Watertown & Bunker Hill Aves.
Waterbury, Connecticut

Dear Mr. Noel:

In accordance with the terms of your lease with The Atlantic Refining Company dated January 16, 1953, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping and station appearance as revealed by the customer inspection report of March 15, 1954 wherein you attained a station appearance score of 60.

You are further reminded that you have, in accordance with the terms of your lease, fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Very truly yours,

The Atlantic Refining Company,
W. F. van Haagen,
District Sales Manager.

WFvH/vk

CC: H. W. Jollie
C. H. Pence

3343 COMMISSION EXHIBIT NO. 266.

Registered Letter
Return Receipt Requested

July 27, 1956

Mr. J. D. Ouelette
Main & Bancroft Sts.
Springfield, Mass.

Dear Sir:

In accordance with the terms of your lease with the Atlantic Refining Company dated November 21, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

An inspection of the station on June 25th revealed the fact that the appearance of your service station was not in accordance with the standards of the Atlantic Refining Company.

You are further reminded that in accordance with the terms of your lease you will have fifteen (15) days from the time of receipt of this notice to remedy the default specified above.

Very truly yours,

The Atlantic Refining Company
R. P. Eldridge

RPE:eah

cc: Mr. Euart

2988

Commission Exhibit No. 267.

3344

COMMISSION EXHIBIT NO. 267.

February 21, 1956

**Mr. Joseph S. Smith
Hartford Avenue & Killingly Street
Providence, Rhode Island**

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated March 22, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained uniform daily operating schedule based on buying habits of potential trade in the area.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company

District Manager

LEC:MEM

**CC: Messrs. A. G. Lyle
O. K. Schmid**

3345

COMMISSION EXHIBIT NO. 268A.

5 November 1954

A:K:LMB

Registered Mail

Return Receipt Requested

Mr. Joseph D. Greco
Culver Parkway and Shelford Road
Irondequoit, New York

Dear Mr. Greco:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated July 17, 1953, this is to inform you of a default in compliance with the obligations imposed by that lease. You have violated Clause 13 of said lease which does not permit absentee operation.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Yours very truly,

Regional Manager of Marketing

jap

bcc: J. C. Funck
A. C. Walker
J. S. Wall
R. E. Glendening

2990

Commission Exhibit No. 268B.

3346

COMMISSION EXHIBIT NO. 268B.

**Culver Parkway and Shelford Road
Rochester, New York**

November 10, 1954

**The Atlantic Refining Company
120 West Genesee Street
Syracuse 1, New York
Attention: G. V. Ostrander**

Dear Sir:

Please be advised that there has been substantial compliance with the obligations of the lease with Atlantic Refining Company, Inc., dated July 17th, 1953 on my part, to be performed.

You are further advised that I herewith tender my sixty (60) days notice of termination pursuant to said lease agreement.

If you so desire, I will train a new man to replace me for either 60 or 90 days or more if required.

Very trulys yours,

Joseph D. Greco

3347 **COMMISSION EXHIBIT NO. 269.**

January 5, 1955

**Mr. Duane Olthof
Atlantic Service Station
502 Broadway
Elmira, New York**

Dear Mr. Olthof:

In accordance with the terms of your lease with The Atlantic Refining Company dated June 1, 1954, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Very truly yours,

**The Atlantic Refining Company,
incorporated**

W. J. McCambridge, Jr.

District Manager

WJM/ak

cc: Messrs. G. V. Ostrander

J. C. Funck

2992

Commission Exhibit No. 270A-B.

3348

COMMISSION EXHIBIT NO. 270A-B.

bcc: J. C. Funck
H. J. Van Nortwick
J. S. Wall
R. E. Glendening

11 January 1955

Registered Mail
Return Receipt Requested

Mr. Walter F. Pawloski & Mr. Matthew W. Kowalski
d/b/a Walt & Matt's Service
Bailey Avenue and Genesee Street
Buffalo, New York

Gentlemen:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated June 3, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. From our observation, the hours of operation at your station are limited to the point where we believe your market is not being properly served. This was previously brought to your attention in our warning letter of November 19, 1954.
2. You are not rendering the services required for the businesslike operation of a first-class service station.
3. You have no regular program for expanding sales, which involves direct mail campaigns, personal solicitation and advertising, to secure the market potential in your area.

4. You have not maintained adequate and competent manpower to properly serve your trade.
5. You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease, you are fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ G. V. Ostrander
Manager of Marketing

jap

3349

19 November 1954

A:K:LMB

Registered Mail
Return Receipt Requested

Mr. Walter F. Pawloski & Mr. Matthew W. Kowalski
d/b/a Walt & Matt's Service
Bailey Avenue and Genesee Street
Buffalo, New York

Gentlemen:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated June 3, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. From our observations, the hours of operation at your station are limited to the point where we believe your market is not being properly served.

2. You are not using the leased premises with reasonable care, and are not keeping the premises in an orderly condition.
3. You are not rendering the services required for the businesslike operation of a first-class service station.
4. You have no regular program for expanding sales, which involves direct mail campaigns, personal solicitation and advertising, to secure the market potential in your area.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ John S. Wall

Acting Manager of Marketing

jap

bcc: J. C. Funck
H. J. Van Nortwick
J. S. Wall
R. E. Glendening

3350

COMMISSION EXHIBIT NO. 271.

30 June 1954

A:K:LMB

92-98 Broadway
Saranac Lake, New York
Registered Mail

Mr. Kenneth S. Shaw
92-98 Broadway
Saranac Lake, New York

Dear Mr. Shaw:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated April 23, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. You have not maintained the premises in a clean and orderly condition.
2. You have not maintained adequate booking records.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ J. S. Wall
Acting Manager of Marketing

jap

cc: J. C. Funck
G. L. Weber
J. S. Wall
W. J. McCambridge

2996

Commission Exhibit No. 272.

3351

COMMISSION EXHIBIT NO. 272.

30 August 1954

A:K:LMB

230 Elizabeth Street
Utica, New York

Registered Mail

Mr. Joseph A. Stocco
230 Elizabeth Street
Utica, New York

Dear Mr. Stocco:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated January 28, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. You have not maintained the premises in a clean and orderly condition.
2. You have not maintained a safe station.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ G. V. Ostrander

Manager of Marketing

jap

bcc: J. C. Funck
R. H. Gillum
J. S. Wall
W. J. McCambridge

3352

COMMISSION EXHIBIT NO. 274.

(Letterhead of The Atlantic Refining Company, Philadelphia 1, Pa.)

October 14, 1954

Mr. John Chambers
Chester Pk. & Clifton Ave.
Sharon Hill, Pa.

Dear John:

Our Phantom Customer Inspector has just reported to us that you received a 290 out of a possible 300 on a recent inspection.

This is the kind of job which makes us all very happy and certainly is an important factor in running a profitable service station.

Keep up the good work!

Cordially yours,

(Illegible)

3354

COMMISSION EXHIBIT NO. 277.

June 16, 1950

Mr. S. J. Heideman
Manager, T. B. A. Sales
The Atlantic Refining Company
Philadelphia, Pennsylvania

Dear Mr. Heideman:

It was my understanding when you inaugurated the test on tires and other T. B. A. Products that it was to be conducted on an equitable basis. In the beginning of the test, we had a little difficulty in determining the buying price of some of your dealers and on a few, I will admit,

we extended longer discounts than they should have received. However, this has been corrected.

I find now that Firestone in Erie has reclassified some of the dealers there into a larger volume bracket than originally was set up by you. We have been maintaining your program and now find ourselves in a position where our prices are not in line with those being offered by Firestone.

I was of the impression, also, where dealers wanted to continue to handle Lee Tires through us it would be allright for them to do so and we could still have our identification on those locations, however, I find that even though the dealers continue to handle our tires their stations are identified with competitive signs. For instance, in the Newark District our identification is being taken down and Goodyear will be erected even though the dealer still wants to handle Lee Tires.

I personally do not think these are instructions put out by you or your General Office and am of the opinion there may be a misunderstanding as far as your District Offices are concerned.

I am calling this to your attention only with the thought in mind that you have mentioned to me on several occasions that this test would be conducted on an equitable basis.

Very truly yours,

W. F. Hinderscheid

wfh:a

3356 COMMISSION EXHIBIT NO. 278.

Messrs. Hinderscheid
Pettingell
Segar

Monthly Sales to Atlantic Refining Accounts
In Newark District

\$ Sales		Pass. Tires		Truck Tires		Pass. Tubes		Truck Tubes		
Month	Acc.	Month	Acc.	Month	Acc.	Month	Acc.	Month	Acc.	
Charles W. Krieg Company										
June										
July	7,378.74		676		8		178		—	
Aug.	7,064.60		467		4		253		4	
Sept.	5,632.08		391		8		66		—	
Oct.	2,917.47		152		20		6		—	
Nov.	5,272.61		194		7		20		—	
Dec.	2,809.67	31,075.17	178	2,058	3	50	68	591	5	18
New York Branch										
June	123.91		6		—		36		—	
July	224.09		14		1		—		—	
August	268.27		12		—		18		—	
Sept.	470.36		23		—		24		—	
Oct.	142.76		10		—		—		—	
Nov.	103.66		5		—		—		—	
Dec.	58.78	1,391.83	4	74	—	1	—	78	—	—
Oral Park Branch										
June	43.65		1		—		2		—	
July	101.63		8		—		4		—	
August	215.06		3		—		35		—	
Sept.	183.43		11		—		3		—	
Oct.	—		—		—		—		—	
Nov.	—	543.77	—	22	—	—	—	—	—	
Dec.	—	—	—	—	—	—	—	44	—	—
Total Lee Sales to A. R. Co. Accounts Newark District										
June	167.56		7		—		38		—	
July	7,704.46		698		9		182		—	
Aug.	7,547.93		481		4		306		4	
Sept.	6,285.87		425		8		93		—	
Oct.	3,060.23		162		20		6		—	
Nov.	5,376.27		199		7		20		9	
Dec.	2,868.45	33,010.77	182	2,154	3	51	68	713	5	18
A. R. Co. Sales Based On 13.7% Regional Sales (Last 6 Mos. 1949)										
June	11,336.85		989		41		955		30	
July	8,419.71		778		37		780		32	
Aug.	10,686.00		1,020		43		850		29	
Sept.	9,999.56		892		45		697		31	
Oct.	5,385.19		427		30		342		20	
Nov.	9,820.39		929		33		697		15	
Dec.	7,173.83	62,821.53	592	5,627	27	256	536	4,857	22	179

D. R. McAvoy
3/7/51

3000

Commission Exhibit No. 279A.

3358

COMMISSION EXHIBIT NO. 279A.

To: Messrs. Hinderscheid
McCreery
Segur

This will complete the record for Atlantic's test districts up to the date of the cancellation of their contract with the whole company; therefore, this will be the final issue.

H. K. P.
H. K. Paxson

PG

3360

COMMISSION EXHIBIT NO. 279B.

Messrs. Hinderscheid
McCreery
Segur

Month by Month Sales to Atlantic Refining Co. Acct's
In Erie District

	Sales to A. R. Co. Accounts	
	No. of Accounts Sold in Month	\$ Sales
Erie Branch		
April	6	211.16
May	33	4,806.91
June	42	6,400.34
July	54	9,738.89
August	55	14,258.39
September	49	8,183.06
October	47	9,455.76
November	37	4,122.96
December	37	5,592.21
January	40	5,512.52
February	32	3,897.36
To Date Erie	75	72,179.56
Youngstown Branch		
April	1	172.62
May	2	700.23
June	4	2,841.36
July	5	5,198.13
August	2	2,702.23
September	3	497.28
October	4	1,011.30
November	5	3,372.98
December	5	5,194.92
January	3	982.58
February		
To Date Youngstown	5	22,673.73

Combined Total Erie and Youngstown Branches
Sales to A. R. Co. Accounts In Erie District

April	7	383.78
May	35	5,507.24
June	46	9,241.70
July	59	14,937.02
August	57	16,960.62
September	52	8,680.34
October	51	10,467.08
November	42	7,495.94
December	42	10,787.13
January	43	6,495.10
February	32	3,897.36
To Date Both Branches	80	94,853.29

* 1949-50
A. R. Co. Sales in
Erie District

9,017.02
12,215.11**
13,260.80**
11,747.14**
13,108.27**
9,868.95**
8,211.04**
10,043.30**
7,913.49**
6,881.79**
6,349.60**
1949-50 Total

**10 Mos. 99,599.39
11 Mos. 108,616.41

*Based on 26.66% sales Western Penna. Region first 6 Months 1949.

H. K. Paxson
3/16/51

3002

Commission Exhibit No. 279C.

3362

COMMISSION EXHIBIT NO. 279C.

Lee Tire & Rubber Company

of New York, Inc.,

Conshohocken, Pa.

Final Report.

Month by Month Sales to Atlantic Accounts in
Wilmington District.

Wilmington Branch Sales			1949 Atlantic Refining Sales
No. of Accts.	\$		Based on 12% Region Sales
Sold	Sales		(first 6 Months 1949)
March	17	\$ 1,541.78	
April	46	3,708.10	\$ 7,317.26
May	48	8,306.46	9,033.84
June	47	4,461.88	9,078.78
July	38	5,480.65	8,423.90
August	43	9,732.47	8,908.63
September	41	7,302.92	7,058.21
October	31	5,960.41	6,683.14
November	21	2,808.42	7,921.76
December	28	4,270.23	7,526.75
January	30	3,017.71	4,627.87
February	27	2,903.91	3,542.23
Total	92	\$59,694.94	\$80,120.37

Messrs. Hinderscheid
Segur
Niedringhaus

H. K. Paxson
4/2/51

3364

COMMISSION EXHIBIT NO. 279D.

Messrs. Hinderscheid
Pettingell
Segur

Monthly Sales to Atlantic Refining Accounts in
Newark District.

\$ Sales		Pass. Tires		Truck Tires		Pass. Tubes		Truck Tubes	
Month	Acc.	Month	Acc.	Month	Acc.	Month	Acc.	Month	Acc.
Charles W. Krieg Company									
June									
July	7,378.74	678		8		178		—	
Aug.	7,064.60	467		4		253		4	
Sept.	5,632.08	391		8		66		—	
Oct.	2,917.47	152		20		6		—	
Nov.	5,272.61	194		7		20		—	
Dec.	2,809.67	178		3		68		5	
Jan.	5,101.96	133		30		196		—	
Feb.	2,475.03	76	2,267	14	94	151	938	12	30
New York Branch									
June	123.91	6		—		36		—	
July	224.09	14		1		—		—	
August	268.27	12		—		18		—	
Sept.	470.36	23		—		24		—	
Oct.	142.76	10		—		—		—	
Nov.	103.66	5		—		—		—	
Dec.	58.78	4		—		—		—	
Jan.	139.04	2		—		24		—	
Feb.	274.66	15	91	—	1	—	102	—	—
Moral Park Branch									
June	43.65	1		—		2		—	
July	101.63	8		—		4		—	
August	215.06	2		—		35		—	
Sept.	183.43	11		—		3		—	
Oct.	—	—		—		—		—	
Nov.	—	—		—		—		—	
Dec.	—	—		—		—		—	
Jan.	—	—		—		—		—	
Feb.	—	—	22	—	—	—	44	—	—
Total Lee Sales to A. R. Co. Accounts Newark District									
June	167.56	7		—		38		—	
July	7,704.46	698		9		182		—	
Aug.	7,547.93	481		4		306		4	
Sept.	6,285.87	425		8		93		—	
Oct.	3,060.23	162		20		6		—	
Nov.	5,376.27	199		7		20		0	
Dec.	2,968.45	182		3		68		5	
Jan.	5,241.00	135		30		220		—	
Feb.	2,749.69	91	2,380	14	95	151	1,084	12	30
19 A. R. Co. Sales Based on 13.7% Regional Sales (Last 6 Mos. 1949)									
June thru Dec.	62,821.53		5,627		256		4,857		179
Jan.	4,975.11	442		21		201		25	
Feb.	4,274.89	316	6,385	23	300	369	5,427	16	220

H. K. Paxson
4/11/51

3004

Commission Exhibit No. 280.

3366

COMMISSION EXHIBIT NO. 280.

Lee Rubber & Tire Corporation
Conshohocken, Pa.

February 16, 1951

Memorandum For
Lee Operating Staff
Messrs. Brasaemle
Garthwaite, Jr.
Hinderscheid
Leach
Nellen
Pouchot

The Atlantic Refining Company, for a number of years, has operated a Tire, Battery and Accessory Sales Department which has marketed Lee Tires, Exide Batteries and other accessories to Atlantic dealers and jobbers.

Under this arrangement Lee Branches and Sales Organization refrained from selling any Atlantic dealers or jobbers and also refrained from soliciting other oil outlets in the Atlantic area, which covered somewhat spottedly the entire Eastern Seaboard from Maine to Florida.

Atlantic has their marketing area divided into six regions. They have been experimenting in one district each in three regions on a program of eliminating the own T.R.A. Sales Department and made arrangements with two major tire companies to directly solicit by the tire company salesmen and sell, ship and bill the Atlantic Company stations, dealers and distributors. The two major tire companies carried the accounts with the dealers and distributors, serviced the accounts out of their branches or warehouses and paid a commission to Atlantic for the

business done. This is a program that two or three of the major rubber companies have had in force for several years with certain oil companies.

In a meeting with the Atlantic management this week they advised us that some of their regional managers preferred this commission or override deal to direct marketing and some preferred the direct marketing method. Atlantic management advised us of this and asked whether we would be willing to modify our contract so that the regions which preferred the commission or override deal could put it in force and the regions that preferred the direct marketing method on Lee could continue the same as heretofore.

Careful study of this proposal was considered by me and in view of our friendly relations with Atlantic and the current tire situation prevailing it was mutually agreed to terminate our contract arrangements now, which frees our branches and sales organization to solicit direct not only Atlantic dealers and jobbers, but also other oil chains, dealers and jobbers in the above mentioned area.

A. A. Garthwaite

President

cc: Conway
Dollison
Ikirt
Ingersoll

3006

Commission Exhibit No. 281A-B.

3368

COMMISSION EXHIBIT NO. 281A-B.

Sales Meeting -

February 19, 1951

1. Atlantic Refining Co. contract cancelled effective March 1, 1951. Atlantic will handle Goodyear and Firestone tires, batteries and accessories on override commission:

10%—Sales to dealers

7½%—Sales to distributors

5%—On certain accessories

Goodyear

Philadelphia & Suburban Region

New York Region

New England Region

Firestone

Eastern Pennsylvania Region

Western Pennsylvania Region

Southern Region

We will start to solicit Atlantic accounts immediately.

2. Letter to all Atlantic Dealers on John Anthony's list of those receiving drop shipments:

Suggestions:

- a. Atlantic has discontinued direct sale of TBA merchandise
- b. We understand that they have made a deal with Goodyear and Firestone by which they will receive commission on all sales to their dealers and distributors

- c. Atlantic dealers and distributors are free to handle Lee Tires and other accessories once bought through Atlantic
- d. We can handle dealers and distributors direct
- e. Post card enclosed

3. Letter to Branch Managers.

Suggestions:

- a. Hold salesmen's meeting
- b. Concentrate on Atlantic accounts
- c. Talk about override commission

4. Regional Sales Managers hold Branch Managers meetings immediately

5. Additional business will be handled as follows:

- a. Through branches already established in the Atlantic marketing area.
 - 1. Allocations will be increased but additional tires must go to Atlantic Refining Co. accounts
 - 3370 2. Atlantic accounts to be keyed "AR" on purchase report
 - 3. Regional Sales Managers will supervise closely
- b. Through new branches, tentatively, as follows:
 - Region #1 Providence
 - Hartford
 - Rochester
 - Syracuse
 - (Schenectady through Albany)
 - Region #2 Wilkes-Barre
 - Region #3 Charlotte
 - Region #4 Altoona
 - West Virginia
 - Region #5 Jacksonville

- c. Messrs. Harbaugh and Thompson will "bird dog" locations for Mr. Pettingell in Region #1.
 - d. Factory will be prepared to organize branches as soon as located (Harbaugh, Thompson and Anderson available)
 - e. Regional Sales Managers will contact Atlantic Personnel in their regions regarding jobs
 - f. Regional Sales Managers and/or Branch Managers should contact all large Atlantic accounts immediately. Mr. Anthony can supply names
6. Available list of accounts being prepared for Regional Sales Managers, Branch Managers and Salesmen.
7. Check on all accounts once sold by Lee transferred to Atlantic
8. Push Batteries and all accessories to Atlantic dealers
9. Strengthen sales organization

3372

COMMISSION EXHIBIT NO. 282A.

Lee Tire & Rubber Company
of New York, Inc.
Conshohocken, Pennsylvania

February 20, 1951

To All Atlantic Dealers:

The Atlantic Refining Company has discontinued the direct sales of tires, batteries and accessories from their home office and divisions, to Atlantic dealers. This means that we can now fill your requirements for Lee Tires, Tubes and other products, such as Lee Batteries, directly from our Factory Branches located in your area.

This move will be of great help to you and to your customers. It will mean prompt service and deliveries, and

real assistance from our men who are trained in tire sales and in helping dealers sell tires to their customers.

We know that you have been satisfied Lee Tire customers in the past and we know that your customers have also been satisfied—not only because of the superiority of our products, but also by virtue of the Lee Tire Road Hazard Guaranty, which enables you to make any necessary adjustments on the spot.

Our company wants to serve you in every way possible and we believe that under this new set-up both you and your customers will be more pleased with Lee Products and Service.

We would also like to remind you that you are free to handle any products of your choosing. If anyone insists that you discontinue Lee products in preference to some other make, we suggest you contact us.

It will be appreciated if you will fill out the attached post card and send it to us today so that we can have one of our representatives call on you without delay.

Very truly yours,

W. F. Hinderscheid
Vice President in Charge of Sales

3010

Commission Exhibit No. 292B.

3374

COMMISSION EXHIBIT NO. 282B.

First Class
Permit No. 3
Sec. 34.9, P. L. & R.
Conshohocken, Pa.

Business Reply Card
No Postage Stamp Necessary If Mailed in United States

2c — Postage Will Be Paid By —

**W. F. Hinderscheid
Vice President**

**Lee Tire & Rubber Company
of New York, Inc.**

Conshohocken, Pennsylvania

Dear Mr. Hinderscheid:

**Yes, I want to continue selling Lee Tires and
would like to have your representative call on me
as soon as possible.**

☒ **Dealer**

☐ **Distributor**

.....
Name

.....
Street Address

.....
City

.....
State

3376 COMMISSION EXHIBIT NO. 283A.

Lee Tire & Rubber Company of New York, Inc.
-Conshohocken, Pa.

February 21, 1951

Cincinnati Branch
Columbus Branch
Louisville Branch
Memphis Branch

Dallas Branch
Ft. Worth Branch
New Orleans Branch

We attach hereto copy of a letter being mailed today to all branches in the Lee-Atlantic dual marketing area.

We feel that you should be familiar with this situation even though you are not directly concerned by it.

We see no reason for discussing the contents of the letter with people in your organization or with people outside of the organization, except, of course, to answer any direct questions.

A. G. P. Segur

AGPS:rk

cc: Messrs. Hinderscheid .

Anthony
Pettingell
Niedringhaus
Foraker
McCreery
Riddick

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Pa.

February 21, 1951

To All Branch Managers:

Effective March 1, 1951 our tire marketing agreement with the Atlantic Refining Company has been cancelled by mutual consent.

Over the past several years Atlantic has been reducing their TBA sales expense and concentrating virtually all of their sales efforts on the various petroleum products which they manufacture. Last April they tested the Goodyear and Firestone Petroleum Sales Program with their dealers and distributors in three Districts. Under this program the Atlantic Refining Co. received a commission on sales to dealers and distributors in these Districts, and all of the sales effort, billing, deliveries, etc. of TBA merchandise was handled by the tire company servicing the particular district.

In the past few days they decided to extend this program to other districts and our Company felt that in view of the lack of aggressive sales effort behind their tire and tube program, we did not care to modify their contract beyond the three preliminary test districts, and accordingly it was mutually agreed that the contract would be cancelled.

This action means that it will be necessary for us to sell, through our branch and distributor sales organization, the tires which, over the past seventeen years, have been sold both by our organization and the Atlantic Refining Co. This is a real opportunity and a challenge, and we

have complete confidence that our sales organization is able to take full advantage of the opportunity offered, and to meet the challenge directly.

The Regional Sales Managers have already made arrangements for meetings with their branch organizations, but there are some points which we feel must be emphasized to our Managers and Salesmen. The additional tires which will be made available to our branches must go to new business, and most, if not all, of this new business, will be accounts formerly serviced by the Atlantic Refining Co.

We must take over our share of these accounts if we are going to hold our position in the branch and distributing marketing area. We know that you can take all the tires we can ship you and give them to accounts which you are already selling, but if this is done we will lose the expansion of our branch sales which must take place.

Accordingly, we must insist that each one of our branches in the former Atlantic-Lee dual marketing area, take on enough former Atlantic service accounts to offset the loss of direct Atlantic business.

For your information, the deal Atlantic has made with Goodyear and Firestone will be broken down as follows:

Goodyear Atlantic Phil. & Suburban Region
 Atlantic New York Region
 Atlantic New England Region

Firestone Atlantic Eastern Pennsylvania Region
 Atlantic Western Pennsylvania Region
 Atlantic Southern Region

Under this deal Atlantic will receive from Goodyear and Firestone a commission of 7½% on sales to Atlantic jobbers and distributors and 10% on sales to Atlantic 3380 dealers. You and your salesmen must understand this arrangement, since it unquestionably will be discussed with the Atlantic accounts that you are contact-

ing. We think that these accounts will be interested to know that Atlantic receives this substantial commission for what, on the surface, appears to be no effort on their part.

It is quite obvious that Atlantic is expected to put pressure on their dealer and distributor organization, to handle either Goodyear or Firestone Tires in return for this commission. It must be made clear to Atlantic dealers and distributors that they cannot be forced to handle any merchandise, aside from Atlantic petroleum products, which they do not care to handle. There are numerous Court decisions on this subject, and while we fully appreciate the fact that there will be pressure brought to bear on them by Atlantic, the dealer can and should resist this pressure where he wants to handle Lee Tires, Tubes, Batteries, etc.

While the cancellation of the Atlantic agreement was made effective March 1, we will start to solicit Atlantic dealers and distributors immediately upon receipt of this letter. You probably already know the more important Atlantic accounts in your territory and, of course, these should be contacted first. Any information which you may require from time to time can be obtained from your Regional Sales Manager or from the factory Sales Department, and any information which you feel we should have should be forwarded without delay. Speed is of the essence, and you must get your entire sales organization hitting the ball without any delay whatsoever.

Until further notice we want a close record kept of all shipments to Atlantic accounts. This means a record of unit tire and tube shipments and the dollar volume, exclusive of Federal Excise Tax. Identify Atlantic dealers on the monthly purchase reports by the symbol "AR".

We have a partial list of Atlantic accounts which has been made up from the names sent to us on drop shipment orders, and these are being prepared for each branch, and

will be forwarded just as quickly as possible. However, you don't have to wait for the list, to start your efforts. We are mailing a letter to this list today, copy of which is attached. Check the classified section of your local telephone directory for the names of additional Atlantic accounts.

Mr. Anthony is working on allocations for this business, and this information will be given to you as soon as available.

We suggest that any orders you accept from Atlantic accounts be for delivery after March 1.

/s/ A. G. P. Segur

A. G. P. Segur

AGPS:rk

cc: Messrs. Hinderscheid, Pettingell, Niedringhaus, Foraker, McCreary, Riddick, Anthony, Lee, Toney, Niles, Warring

3382 COMMISSION EXHIBIT NO. 284A-B

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Penn.

February 26, 1951

Mr. F. C. Iringer, New York

Mr. R. P. Polson, Boston

Mr. S. A. Copeland, Buffalo

Mr. G. S. Thompson, Albany

1. By now you all have the Atlantic Program.
2. We feel that it is best to judge what an Atlantic Account has been getting to dove-tail it into ours.
3. For example their—

1 to 84 tire units would be our
Pick-up Dealer at Franchise.

- 85 to 149 tire units would be our
#1 Franchise less 5%.
150 to 399 tire units would be our
#2 Franchise less 5-2½%.
400 to 749 tire units would be our
#3 Franchise less 10%.
750 or more tire units would be our
#4 Franchise less 10-2½%.

They have, as you have seen in their program, a 5% for direct factory shipment on orders for 10 or more tires (or 200 lbs. min.). Purchases limited to two orders a month. It should be noted that where it is practical, this 5% could be eliminated, if it could be done cheaper from a Branch, and with the scarcity of tires, long delays might become necessary as partial shipments might be necessary from a Branch, rather than from the factory.

Please Note: They use the words "Confidential Dealer Cost". This actually is our Franchise—printed on white paper with black ink.

On their program 1% to 5% on "Wholesale", we must check this carefully, for it could have been abused in the past.

Actually what we want to do is to get on the Lee Program and dove-tail their dealers into it. For example, a large account, say \$10 to \$15 thousand could qualify for our #3 deal of . . .

2½—10% from Franchise on Passenger Tires
5 —10%, and Special 5% on Truck Tires

We want to eliminate all of the direct factory shipments possible, as the factory shortage will cause delays, and will also confuse the special allotment for Atlantic Dealers.

Smaller accounts qualifying for less than our #3 deal should fall into the proper place.

They have had an extra 7½% to some Truck Tire Dealers, as against our Special 5% Truck Tire discount. I feel that 5%, with the market as it is, is sufficient.

Messrs. Garthwaite and Hinderscheid feel that a real test of loyalty of an Atlantic Dealer who is going along with us is that he put up at least one Decal and one Lee Sign, and by all means take on our Battery, and give you an order for a supply of Batteries.

3384 Allocations for Atlantic business, I assume are on the way, and we have a job to do—and do well—by keeping all records accurately that have been requested by the factory. This is serious business, boys, and I am depending on you to do a job.

We will, as I told you, open branches as soon as possible in Syracuse, Hartford and Providence, and they will be opened in this order. In the meantime, your sales force, regardless of their regular duties, must get on this Atlantic solicitation aggressively. When cards are sent to you (showing interest on the part of Atlantic Dealers) get on the job quickly.

I will be “all over the lot” for a while, but don’t fail to contact me on anything that you are not clear on.

Very truly yours,

/s/ H. L. Pettingell
H. L. Pettingell

HLP:H

cc: Mr. Hinderscheid
Mr. Segur
Mr. Anthony

March 5, 1951.

Mr. E. N. Fiffick.

Mr. H. J. McGinn, Jr.

Mr. J. F. Bartley

Mr. J. A. Simpson

In analysing salesmen's reports on their calls on Atlantic accounts and with other information that we have, we are doubtful that any of the #2 type stations will stay on Lee tires. Because these stations are leased from Atlantic, some on a month-to-month basis, others on 90 days or longer basis, they are not in a position to take an independent stand and as a result will probably find it expedient to handle Firestone tires.

In the meantime, they will probably not be able to get Firestone tires and get set up with the stock for several weeks. They will be inclined to kid you along in order to get tires from us. It looks to me as though there are going to be plenty of Atlantic distributors and independent dealers who are in a position to go along with us and we cannot afford to take chances with any doubtful #2 stations.

I would caution your salesmen to be very careful before giving tires to those types of stations. We already insist that any Atlantic station continuing with our line must put up and leave up, our identification signs.

This, however, is not the answer to the problem. Many of these stations are already identified by Lee signs and it will probably be several weeks before an effort is made to replace them with Firestone signs so the assurance that our signs will be left up should not be accepted as a criterion but the salesman should carefully analyse the account and make up his own mind as to its possibilities of becoming a permanent Lee account.

Some of these dealers have drop shipment orders in with us now and of course, are anxious to get these tires. Where there is any doubt as to their permanency, have the salesman notify us as we will cancel the drop shipment and cancel the order on hand.

Sincerely,

E. W. McCreary

EWK:McC

cc: Messrs. Hinderscheid, Segur

3388

COMMISSION EXHIBIT NO. 286A.

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Pa.

March 5, 1951

Regional Sales Managers
& Branch Managers

We attach hereto copy of Atlantic Refining Company's letter of March 1, 1951, which is, in effect, a statement of Atlantic's TBA policy. We particularly call your attention to the last sentence of paragraph 3, which states, "However, your acceptance or rejection of the program is a matter of your own choice."

This should make it clear that Atlantic will permit those dealers and distributors who wish to do so, to continue to handle Lee Tires and other accessories independent of the Firestone or Goodyear program.

In this connection we should point out that this attitude on the part of Atlantic reflects recent Court decisions on the subject of oil company domination of their dealers and distributors, including leased outlets. However, we should also point out that there may be some effort on the part

of Atlantic's individual salesmen and District Managers to apply pressure on their organization to follow Atlantic's sponsored program. The dealer or distributor who states that he wishes to continue to handle our products certainly is allowed to do so under this letter, and should be willing to resist any local pressure to do otherwise.

We want to again remind you of the necessity for carefully screening former Atlantic accounts before diverting tires to them during this period of shortages. We believe that there may be considerable delay in getting Atlantic's new TBA program going, and that in the interim period Atlantic accounts will be desperate in their efforts to secure our tires, or for that matter, anybody else's tires. This screening must be done at the local branch level, and will require extreme discretion on the part of you and your salesmen. We think that one of the best yardsticks to determine an Atlantic account's sincerity in his expressed desire to handle Lee Tires and Tubes, is his willingness to be identified as a Lee Tire outlet. Naturally there can be no iron-bound set of rules established to gauge a dealer's sincerity, but we think this is one which merits very careful consideration.

A. G. P. Segur

AGPS:rk

cc: Messrs. Hinderscheid, Garthwaite, Lee, Anthony, Rooney, Leach, Limbert, Pouchot, Warring, Tauey, Niles

3390

COMMISSION EXHIBIT NO. 286B.

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pa.

March 1, 1951

A Statement Of
Atlantic's T.B.A. Policy

Dear Sir:

The Atlantic Refining Company recognizes the trend of the motoring public to depend more and more upon the modern service station as a source of supply for tires, batteries, and accessories. Therefore, we are interested in making available that TBA line which will meet fully the needs of the public and our dealers, since we feel it will mean increased sales of our petroleum products.

The new TBA plan was adopted after a long and thorough study which had the sole purpose of finding out what sales program would mean the greatest sales and profits to the dealer. We found that the dealer could best serve the interests of the public when he was supplied through the extensive distribution system of a major tire company.

Our sales organization has been instructed to explain and demonstrate to you the many advantages of the new TBA plan. They will do so with enthusiasm and conviction because they are confident that it will be advantageous for you to accept it. However, your acceptance or rejection of the program is a matter of your own choice.

Atlantic's growth is dependent upon your opportunity and ambition to expand and succeed. We offer this new TBA plan to you because we sincerely believe it will make your sales and profits grow through better TBA service to your customers.

Cordially,

D. T. Colley

3022

Commission Exhibit No. 287.

3392

COMMISSION EXHIBIT NO. 287.

Lee Tire & Rubber Company
of New York, Inc.
Conshohocken, Pennsylvania

National Accounts

E. W. McCreery
Vice President

March 16, 1951.

Mr. J. A. Simpson
Mr. H. J. McGinn, Jr.
Mr. S. D. McPeak
Mr. A. H. Allen

Mr. H. R. Stephens
Mr. R. L. Druen
Mr. J. F. Bartley
Mr. E. N. Fiffick

As a general thing, we are receiving very few Dealer Contracts on either tires or batteries. It makes me wonder whether we are bothering to sign up a contract with the dealers or not.

In those territories where Atlantic operated, we should be signing a lot of new contracts as we decide to do business with these Atlantic dealers and distributors.

I wrote you previously that we must, in all cases, have a contract, especially on these Atlantic accounts, as well as other new accounts so that the dealer feels that he has a contract or obligation that may prevent him, morally, from signing a contract later with Firestone or some other competitor.

A contract also provides for identification which we also insist upon, especially with Atlantic dealers. Why is it that we do not get more Dealer Contracts if we are making progress in developing new accounts for the future on both batteries and tires.

Wish each of you would drop me a line and let me know just what you are doing about it.

Sincerely,

E. W. McCreery

EWM:McC

cc: Messrs. Hinderscheid
Segur

3394 COMMISSION EXHIBIT NO. 288A-B.

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Pennsylvania

Confidential

August 3, 1951

Regional Managers
And Branch Managers

I am attaching hereto copy of letter I wrote to Mr. D. T. Colley, Vice-President in Charge of Sales of The Atlantic Refining Company and also his reply. I want you to keep these letters for your personal guidance. I do not want copies made of them for circulation.

The most important part of the letter received from Mr. Colley is that portion in the third paragraph which reads "it is, of course, proper for those dealers that choose to handle Lee to identify this with signs appropriately placed at the point of display" and also that part in the last paragraph which reads "bring these dealers' names directly to the Regional Manager in whose territory the situation develops, he will see that one of our sales representatives calls on the dealer with one of your representatives and explains our position thoroughly".

Our course of action should be as follows: wherever you are anxious to do business with us but is having trouble in

find a good dealer handling Atlantic products that is keeping his location identified with Lee decals or Lee signs, you should then refer such name of dealer with address to your Regional Manager. He in turn will take the matter up with the Regional Manager of The Atlantic Refining Co. who will appoint a representative to visit such dealer with you. That is, we do not want to leave this up to our salesmen. We want the Branch Manager to personally visit the dealer with the Atlantic representative. We want to keep this on a Regional Manager level up to the point where a representative of Atlantic is appointed to visit the dealer with our Branch Manager.

In identifying dealers handling Atlantic products, we should place our signs or decals in similar position to where such stations are identified with either Goodyear or Firestone signs.

We have received some complaints from our Branch Managers where Atlantic dealers were identified with Lee identification and this identification was removed by either Goodyear, Firestone or Atlantic representatives. This was the reason we took the matter up directly with the Vice-President in Charge of Sales of The Atlantic Refining Company and the result is the answer attached hereto.

Therefore, it is entirely up to our Branch Managers to see to it that any dealers handling Atlantic products who are anxious to continue handling Lee products are properly identified and where there is trouble in getting the identification up due to our competitors or representatives of The Atlantic Refining Company, these stations should be called to the attention by writing to your Regional Manager.

3396 It is absolutely necessary that these particular cases are screened and we are sure that the dealer wants to handle our products and wants his place of business to be properly identified with Lee identification. I am

sure if the dealer handling Atlantic products tells his story to our Branch Manager and the Atlantic representative that the entire matter can be handled very satisfactorily.

If there is anything in this letter that is not absolutely clear to you, get in touch with your Regional Manager immediately.

For the information of the Branches and Regional Managers, I am giving you below the names of the Regional Managers of The Atlantic Refining Company and their addresses:

Regions #3 and #5

Mr. H. H. Ingersoll, The Atlantic Refining Co.
1112 South Boulevard, Charlotte, N. C.

Region #4

Mr. B. M. Boor, The Atlantic Refining Co.
Chamber of Commerce Bldg., Pittsburgh, Pa.

Region #2

Mr. W. J. Griffiths, The Atlantic Refining Co.
1st & Penn Sts., W. Reading, Pa.
(Eastern Pennsylvania)

Mr. J. O. Estlow, The Atlantic Refining Co.
260 S. Broad Street, Philadelphia, Pa.
(Phila. & Suburban and New Jersey)

Region #1

Mr. G. V. Ostrander, The Atlantic Refining Co.
411 Savings Bank Bldg., Syracuse, N. Y.

Mr. H. W. Jollie, The Atlantic Refining Co.
430 Hospital Trust Bldg., Providence, R. I.

W. F. Hinderscheid

WFH:A

c Messrs. Garthwaite
Lee
Paxson
Segur

July 31, 1951

Mr. Dwight Colley
Vice President In Charge of Sales
The Atlantic Refining Company
Philadelphia, Pennsylvania

Dear Mr. Colley:

I regret it is necessary to write to you in order to bring to your attention the pressure being exerted on some dealers handling Atlantic Gasoline to discontinue the sale of Lee Tires and Tubes.

This is brought out very vividly by the tactics used by some people in your sales organization. We have received numerous complaints from dealers that have been handling Lee products along with Atlantic Gasoline and Motor Oil for quite a number of years. They have built up a very sizeable volume of business on Lee tires and tubes; they have many satisfied customers whom they have been serving for quite a number of years and from information I personally get from some of them, they have made a very nice profit on the sale of Lee Tires and Tubes.

Although we have had a large number of complaints about the practices used by your sales organization and also some of our competitors, which we are told have been brought about by the sanction of some of your District Managers, we did not feel inclined to say anything to you about it because it was more or less general. However, I have some specific instances here which I think you should definitely know about as I am sure from what you, Mr. Neall and Mr. Heideman told Mr. Garthwaite and I last February, it was not the intention of the Management of The Atlantic Refining Company to force dealers handling Atlantic products to use a particular brand of tire to which the dealer objected.

I am attaching a copy of a memorandum I received from one of the Executives in our sales organization which definitely mentions several locations and which I am sure you will be pleased to know about.

After you have had an opportunity of checking into the above, I would appreciate hearing from you as to whether or not you have issued definite instructions to your sales organization or to some of our competitors to remove Lee identification from dealer locations.

Very truly yours,

W. F. Hinderscheid

WFH:A

3400

COMMISSION EXHIBIT NO. 288D.

August 2, 1951

Mr. W. F. Hinderscheid
Vice-President in Charge of Sales
Lee Tire & Rubber Company
Conshohocken, Penna.

Dear Mr. Hinderscheid:

Thank you for your letter of July 31. I am certainly glad you wrote to me so frankly.

I am sure that our organization understands fully just what our position is on TBA. We want the dealers to choose the TBA that they want to sell, but we are using all proper sales steps to put before our dealers the advantages of handling either the Goodyear or Firestone line.

You have worked with The Atlantic Refining Company long enough to know our rules regarding the display of unauthorized signs at our service stations. We only permit certain signs displayed in approved manner on the service

stations which we own. It is, of course, proper for those dealers that choose to handle Lee to identify this with signs appropriately placed at the point of display.

I know of no way to settle this problem to your satisfaction except that as you find dealers who make the statement that we will not permit them to handle Lee tires if you will bring these dealers' names directly to the Regional Manager in whose territory the situation develops, he will see that one of our sales representatives calls on the dealer with one of your representatives and explains our position thoroughly.

Very truly yours,

/s/ D. T. Colley

DTC da

3402

COMMISSION EXHIBIT NO. 288E.

Lee Tire & Rubber Co.
of New York, Inc.
Conshohocken, Pa.

July 25, 1951.

Mr. W. F. Hinderscheid:

Re: Atlantic Stations' Identification

We would like to know definitely what Atlantic's policy is on station identification so that we can adjust our activities accordingly. The following incidents will indicate the reason for this request:

We have advised our branches in Pittsburgh, Altoona and Erie, Pennsylvania that all Lee contract dealers should identify their place of business with Lee signs and during the past six or seven weeks we have erected a large number of signs on these stations, however, in the Pittsburgh

area, for example, a Firestone truck has been visiting Atlantic stations and tearing down our signs.

Oskin Service Station, First & Hamilton, Duquesne, Pa., and Howard Hess, West Street, Homestead, Pa. were recently identified with Lee signs but the Firestone truck's crew tore these signs down saying they were under instructions from the Atlantic Refining Company to remove Lee identification and install Firestone.

Both of these dealers protested that they were stocking Lee tires and wanted to leave the Lee signs up but as these were #2 type stations, they felt, after considerable argument, that they were required to go along with this procedure.

Another incident: Sharro Atlantic Service, Smithport, Pa., which is in the Erie district, had a Lee decal on his door. During an absence from his station, Atlantic Refining Company salesman Fred Bauman removed this decal. There was considerable discussion about it between the dealer and Bauman but Bauman said it was the policy of Atlantic, and the dealer, although he still handles Lee tires, is afraid to replace the decal.

We have several dealers in Western Pennsylvania area, particularly in Erie territory, who are stocking our tires and doing a good job for us but state that they are afraid to show any Lee identification on their place of business because of the policy of the Erie office. We would like some clarification on Atlantic's policy and particularly to know whether Firestone have the authority to take down Lee signs from Lee contract dealers' places of business.

E. W. McCreery

EWM:McC

cc: Mr. Paxson

(Admitted against Atlantic only to show filing of complaint and not the truth of the facts stated.)

3030

Commission Exhibit No. 289.

3404

COMMISSION EXHIBIT NO. 289.

Lee Tire & Rubber Company of New York
Conshohocken, Pennsylvania

August 6, 1951

**Regional Managers
& Branch Managers**

Since writing the attached letter on Friday, I found that Atlantic dealers operating stations controlled by Atlantic can be identified only by one brand of tire and one brand of battery.

In other words, an Atlantic leased station can either be identified by Goodyear or Firestone or Lee or some other brand, but not more than one.

The same applies to batteries. If the stations are identified with Exide batteries, they cannot be identified with Goodyear or Firestone batteries.

I found, also, that their leased stations are not identified by Firestone unless there is an identification order signed by the dealer. In the case of Goodyear, when they sign up for a Goodyear Franchise, Goodyear is automatically permitted to identify that location.

It is very important to keep this in mind as we certainly do not want to make accusations in regard to identification unless they can be definitely backed up.

W. F. Hinderscheid

WFH:A

c. Messrs. Garthwaite
Lee
Paxson
Segur

3406

COMMISSION EXHIBIT NO. 290A.

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Pennsylvania

August 6, 1951

Mr. M. G. Foraker
Mr. E. W. McCreery
Mr. P. E. Niedringhaus
Mr. H. L. Pettingell
Mr. J. L. Riddick

Attached is information relative to sales made to AR and DAR accounts for the months of March, April, May and June by branches in your Region, showing the number of accounts, volume of business we received, percentage of dollar business each branch did compared with the total dollar volume for the entire branch and the number of tires allocated to the AR and DAR accounts out of the total individual branch allocation.

You can readily see what progress has been made, the number of accounts sold by months and also where the spots are weak and where aggressive work should be done.

I think this is an opportune time to again advise your Branch Managers that they and their Salesmen should again make a complete solicitation of dealers handling Atlantic products. These dealers have now had sufficient time to determine the advantages or disadvantages of handling either Goodyear or Firestone tires. They have had sufficient time to make a comparison of the treatment and service they have received from these companies. By this I mean attention for new sales channels, adjustments, acceptance, etc.

I am sure that some of these accounts that went along with Goodyear or Firestone did so upon the advice from

Atlantic and also upon information they received from meetings held by Atlantic, Firestone or Goodyear and it is our opinion that the majority of these accounts that did give Firestone and Goodyear a trial have found they were considerably better off when they were handling Lee products.

With the market beginning to loosen up and more tires being available, we should again put on an extensive drive to sign up dealers handling Atlantic products. I think, also, that the Branch Manager should get out with his salesmen more and call on Atlantic accounts, especially the good ones, as I am sure that in our haste to solicit these accounts last February and March we were skeptical about some and over-looked others. I know a few accounts in particular we had an opportunity to take on but did not because our salesmen felt the Atlantic account would interfere with an account we had already set up. We were also skeptical as to whether or not some of these Atlantic dealers would continue to do business with us when the tire shortage is over. I feel that by a complete solicitation at this time, any account we would sign up now would be serious about handling Lee tires and tubes and will go along with us in the future.

COMMISSION EXHIBIT NO. 290C.

3034

[illegible]

P2

FAY 1951 - AS A TIRE ADDRESS

	FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS	
	No. Accts. Sold	Yards	Vol.	Accts. Sold	Yards	Vol.	Accts. Sold	Yards	Vol.	Accts. Sold
STATION 12	33	3,673	12,065	4	724	3,971	4	724	3,971	4
Allentown	24	3,603	14,206	-	-	1,342	-	-	1,342	-
Bryn Mawr	15	4,682	15,080	11	2,374	4,971	11	2,374	4,971	11
Camden	19	6,378	27,432	1	1,764	3,948	1	1,764	3,948	1
Harrington	32	5,807	18,752	-	-	1,483	-	-	1,483	-
Berriestown	37	6,424	27,110	27	6,457	15,464	27	6,457	15,464	27
Philadelphia	37	12,111	37,940	2	328	769	2	328	769	2
Reading	15	4,775	15,460	15	5,034	14,195	15	5,034	14,195	15
Wilkes-Barre	26	4,435	26,429	6	6,129	13,041	6	6,129	13,041	6
Washington	15	1,796	5,425	3	3,676	6,134	3	3,676	6,134	3
York	253	51,065	172,708	64	27,244	69,228	64	27,244	69,228	64
TOTAL P2										
\$ of Total 4 Tire Sales										
\$ Unit Allot. New Accts.										

FAY 1951 - AS A TIRE ADDRESS

	FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS		FAY 1951 - AS A TIRE ADDRESS	
	No. Accts. Sold	Yards	Vol.	Accts. Sold	Yards	Vol.	Accts. Sold	Yards	Vol.	Accts. Sold
Allentown	27	4,917	17,542	5	1,311	5,302	5	1,311	5,302	5
Bryn Mawr	34	3,515	17,795	-	-	1,302	-	-	1,302	-
Camden	16	4,983	20,045	16	1,483	6,654	16	1,483	6,654	16
Harrington	24	7,243	35,015	1	1,074	4,474	1	1,074	4,474	1
Berriestown	24	3,650	22,402	-	-	1,483	-	-	1,483	-
Philadelphia	34	3,442	27,292	37	6,752	22,246	37	6,752	22,246	37
Reading	34	13,840	51,709	3	190	995	3	190	995	3
Wilkes-Barre	11	2,933	16,599	21	7,303	27,448	21	7,303	27,448	21
Washington	34	5,354	36,244	-	-	13,041	-	-	13,041	-
York	19	1,504	7,139	1	1,197	9,571	1	1,197	9,571	1
TOTAL P2										
\$ of Total 4 Tire Sales										
\$ Unit Allot. New Accts.										

See to be by distr. 67 lines

MARCH 1951 - ALL A. WAR ACCOUNTS

No.	1 50000-51		1 20000-500		1 10000-1000		Total	Total
	Acct.	Sub.	Acct.	Sub.	Acct.	Sub.		
1	21	7,114	1	1,000	1	1,000	1,000	1,000
2	22	6,797	2	1,000	2	1,000	1,000	1,000
3	23	6,797	3	1,000	3	1,000	1,000	1,000
4	24	6,797	4	1,000	4	1,000	1,000	1,000
5	25	6,797	5	1,000	5	1,000	1,000	1,000
6	26	6,797	6	1,000	6	1,000	1,000	1,000
7	27	6,797	7	1,000	7	1,000	1,000	1,000
8	28	6,797	8	1,000	8	1,000	1,000	1,000
9	29	6,797	9	1,000	9	1,000	1,000	1,000
10	30	6,797	10	1,000	10	1,000	1,000	1,000
11	31	6,797	11	1,000	11	1,000	1,000	1,000
12	32	6,797	12	1,000	12	1,000	1,000	1,000
13	33	6,797	13	1,000	13	1,000	1,000	1,000
14	34	6,797	14	1,000	14	1,000	1,000	1,000
15	35	6,797	15	1,000	15	1,000	1,000	1,000
16	36	6,797	16	1,000	16	1,000	1,000	1,000
17	37	6,797	17	1,000	17	1,000	1,000	1,000
18	38	6,797	18	1,000	18	1,000	1,000	1,000
19	39	6,797	19	1,000	19	1,000	1,000	1,000
20	40	6,797	20	1,000	20	1,000	1,000	1,000
21	41	6,797	21	1,000	21	1,000	1,000	1,000
22	42	6,797	22	1,000	22	1,000	1,000	1,000
23	43	6,797	23	1,000	23	1,000	1,000	1,000
24	44	6,797	24	1,000	24	1,000	1,000	1,000
25	45	6,797	25	1,000	25	1,000	1,000	1,000
26	46	6,797	26	1,000	26	1,000	1,000	1,000
27	47	6,797	27	1,000	27	1,000	1,000	1,000
28	48	6,797	28	1,000	28	1,000	1,000	1,000
29	49	6,797	29	1,000	29	1,000	1,000	1,000
30	50	6,797	30	1,000	30	1,000	1,000	1,000
31	51	6,797	31	1,000	31	1,000	1,000	1,000
32	52	6,797	32	1,000	32	1,000	1,000	1,000
33	53	6,797	33	1,000	33	1,000	1,000	1,000
34	54	6,797	34	1,000	34	1,000	1,000	1,000
35	55	6,797	35	1,000	35	1,000	1,000	1,000
36	56	6,797	36	1,000	36	1,000	1,000	1,000
37	57	6,797	37	1,000	37	1,000	1,000	1,000
38	58	6,797	38	1,000	38	1,000	1,000	1,000
39	59	6,797	39	1,000	39	1,000	1,000	1,000
40	60	6,797	40	1,000	40	1,000	1,000	1,000
41	61	6,797	41	1,000	41	1,000	1,000	1,000
42	62	6,797	42	1,000	42	1,000	1,000	1,000
43	63	6,797	43	1,000	43	1,000	1,000	1,000
44	64	6,797	44	1,000	44	1,000	1,000	1,000
45	65	6,797	45	1,000	45	1,000	1,000	1,000
46	66	6,797	46	1,000	46	1,000	1,000	1,000
47	67	6,797	47	1,000	47	1,000	1,000	1,000
48	68	6,797	48	1,000	48	1,000	1,000	1,000
49	69	6,797	49	1,000	49	1,000	1,000	1,000
50	70	6,797	50	1,000	50	1,000	1,000	1,000
51	71	6,797	51	1,000	51	1,000	1,000	1,000
52	72	6,797	52	1,000	52	1,000	1,000	1,000
53	73	6,797	53	1,000	53	1,000	1,000	1,000
54	74	6,797	54	1,000	54	1,000	1,000	1,000
55	75	6,797	55	1,000	55	1,000	1,000	1,000
56	76	6,797	56	1,000	56	1,000	1,000	1,000
57	77	6,797	57	1,000	57	1,000	1,000	1,000
58	78	6,797	58	1,000	58	1,000	1,000	1,000
59	79	6,797	59	1,000	59	1,000	1,000	1,000
60	80	6,797	60	1,000	60	1,000	1,000	1,000
61	81	6,797	61	1,000	61	1,000	1,000	1,000
62	82	6,797	62	1,000	62	1,000	1,000	1,000
63	83	6,797	63	1,000	63	1,000	1,000	1,000
64	84	6,797	64	1,000	64	1,000	1,000	1,000
65	85	6,797	65	1,000	65	1,000	1,000	1,000
66	86	6,797	66	1,000	66	1,000	1,000	1,000
67	87	6,797	67	1,000	67	1,000	1,000	1,000
68	88	6,797	68	1,000	68	1,000	1,000	1,000
69	89	6,797	69	1,000	69	1,000	1,000	1,000
70	90	6,797	70	1,000	70	1,000	1,000	1,000
71	91	6,797	71	1,000	71	1,000	1,000	1,000
72	92	6,797	72	1,000	72	1,000	1,000	1,000
73	93	6,797	73	1,000	73	1,000	1,000	1,000
74	94	6,797	74	1,000	74	1,000	1,000	1,000
75	95	6,797	75	1,000	75	1,000	1,000	1,000
76	96	6,797	76	1,000	76	1,000	1,000	1,000
77	97	6,797	77	1,000	77	1,000	1,000	1,000
78	98	6,797	78	1,000	78	1,000	1,000	1,000
79	99	6,797	79	1,000	79	1,000	1,000	1,000
80	100	6,797	80	1,000	80	1,000	1,000	1,000
81	101	6,797	81	1,000	81	1,000	1,000	1,000
82	102	6,797	82	1,000	82	1,000	1,000	1,000
83	103	6,797	83	1,000	83	1,000	1,000	1,000
84	104	6,797	84	1,000	84	1,000	1,000	1,000
85	105	6,797	85	1,000	85	1,000	1,000	1,000
86	106	6,797	86	1,000	86	1,000	1,000	1,000
87	107	6,797	87	1,000	87	1,000	1,000	1,000
88	108	6,797	88	1,000	88	1,000	1,000	1,000
89	109	6,797	89	1,000	89	1,000	1,000	1,000
90	110	6,797	90	1,000	90	1,000	1,000	1,000
91	111	6,797	91	1,000	91	1,000	1,000	1,000
92	112	6,797	92	1,000	92	1,000	1,000	1,000
93	113	6,797	93	1,000	93	1,000	1,000	1,000
94	114	6,797	94	1,000	94	1,000	1,000	1,000
95	115	6,797	95	1,000	95	1,000	1,000	1,000
96	116	6,797	96	1,000	96	1,000	1,000	1,000
97	117	6,797	97	1,000	97	1,000	1,000	1,000
98	118	6,797	98	1,000	98	1,000	1,000	1,000
99	119	6,797	99	1,000	99	1,000	1,000	1,000
100	120	6,797	100	1,000	100	1,000	1,000	1,000
101	121	6,797	101	1,000	101	1,000	1,000	1,000
102	122	6,797	102	1,000	102	1,000	1,000	1,000
103	123	6,797	103	1,000	103	1,000	1,000	1,000
104	124	6,797	104	1,000	104	1,000	1,000	1,000
105	125	6,797	105	1,000	105	1,000	1,000	1,000
106	126	6,797	106	1,000	106	1,000	1,000	1,000
107	127	6,797	107	1,000	107	1,000	1,000	1,000
108	128	6,797	108	1,000	108	1,000	1,000	1,000
109	129	6,797	109	1,000	109	1,000	1,000	1,000
110	130	6,797	110	1,000	110	1,000	1,000	1,000
111	131	6,797	111	1,000	111	1,000	1,000	1,000
112	132	6,797	112	1,000	112	1,000	1,000	1,000
113	133	6,797	113	1,000	113	1,000	1,000	1,000
114	134	6,797	114	1,000	114	1,000	1,000	1,000
115	135	6,797	115	1,000	115	1,000	1,000	1,000
116	136	6,797	116	1,000	116	1,000	1,000	1,000
117	137	6,797	117	1,000	117	1,000	1,000	1,000
118	138	6,797	118	1,000	118	1,000	1,000	1,000
119	139	6,797	119	1,000	119	1,000	1,000	1,000
120	140	6,797	120	1,000	120	1,000	1,000	1,000
121	141	6,797	121	1,000	121	1,000	1,000	1,000
122	142	6,797	122	1,000	122	1,000	1,000	1,000
123	143	6,797	123	1,000	123	1,000	1,000	1,000
124	144	6,797	124	1,000	124	1,000	1,000	1,000
125	145	6,797	125	1,000	125	1,000	1,000	1,000
126	146	6,797	126	1,000	126	1,000	1,000	1,000
127	147	6,797	127	1,000	127	1,000	1,000	1,000
128	148	6,797	128	1,000	128	1,000	1,000	1,000
129	149	6,797	129	1,000	129	1,000	1,000	1,000
130	150	6,797	130	1,000	130	1,000	1,000	1,000
131	151	6,797	131	1,000	131	1,000	1,000	1,000
132	152	6,797	132	1,000	132	1,000	1,000	1,000
133	153	6,797	133	1,000	133	1,000	1,000	1,000
134	154	6,797	134	1,000	134	1,000	1,000	1,000
135	155	6,797	135	1,000	135	1,000	1,000	1,000
136	156	6,797	136	1,000	136	1,000	1,000	1,000
137	157	6,797	137	1,000	137	1,000	1,000	1,000
138	158	6,797	138	1,000	138	1,000	1,000	1,000
139	159	6,797	139	1,000	139	1,000	1,000	1,000
140	160	6,797	140	1,000	140	1,000	1,000	1,000
141	161	6,797	141	1,000	141	1,000		

29.

1956-1957 - AS & NEW ACCOUNTS

	1956-1957 - AS		1956-1957 - NEW		1956-1957 - AS & NEW	
	No. Accts. Sold	Month	Cost	No. Accts. Sold	Month	Cost
1956-1957	21	4,392	22,097	3	4,392	22,097
1956-1957	27	12,456	50,144	1	1,423	5,581
1956-1957	24	13,303	44,303	-	-	44,303
1956-1957	11	2,591	11,066	2	50	19,512
1956-1957	13	6,032	10,111	-	-	10,111
TOTAL 1956-1957	96	39,276	137,711	6	2,460	146,596
of total 1956-1957						
of total 1956-1957						
of total 1956-1957						

3119

۲۹

[illegible]

[illegible]

COMMISSION EXHIBIT NO. 291A. 3041

LESTER K. RUTHER COMPANY
NEW YORK, N. Y.

INTER OFFICE COMMUNICATION

October 23, 1931.

Messrs. Hinderseheid
Seger
Anthony

Re: AR and DAR Accounts.

Attached you will find the AR and DAR report for the month of August. A fairly steady pattern is beginning to reveal itself in these reports. Apparently, about 550 AR accounts are being sold on a regular basis. Correspondingly in the DAR classification between 300 and 325 accounts are included. Although there are variations each month in the individual regions, they appear to balance out over a period of months. Total sales are also leveling out to \$275,000 per month. This may be worthy of attention since it is only approximately 50% of the dollar volume which had been secured from the Atlantic Refining Company.

7/11/32
H. J. FARMER

Per
AM.

Mothers: Undereached: Segur, Anthony

AUGUST 1951 AR & D;R ACCOUNTS

	No.		\$ Sales - AR		Accts.	
	Sold	Month	Month	Com.	Sold	Month
Albany	2	917	7,341	-	2	1,021
Boston	8	1,137	23,347	-	10	3,401
Buffalo	24	2,557	19,748	-	5	4,547
Hartford	23	5,053	31,439	-	30	11,360
New York	-	-	1,505	-	5	1,658
Providence	18	5,157	33,753	-	37	12,789
Syracuse	37	7,764	38,586	-	42	16,641
Erie	6	650	22,677	-	-	650
Total '21	118	23,735	178,986	-	138	52,067
\$ Total \$ First Sales						26.1%
\$ With Alloc. New Accts.						50.1%
Allentown	28	1,927	21,980	-	5	1,295
Bryn Mawr	21	1,300	20,865	-	5	756
Camden	12	2,349	28,745	-	7	2,531
Harrisburg	24	8,277	50,652	-	-	-
Harrisburg	23	2,377	20,978	-	-	-
Philadelphia	22	5,382	40,340	-	22	2,910
Rochester	29	7,290	68,751	-	1	344
Shelton-Barre	10	1,988	20,263	-	14	9,747
Wilmington	31	6,118	40,666	-	2	594
York	19	2,328	12,370	-	-	-
Total '21	211	39,336	331,310	-	56	17,142
\$ Total \$ First Sales						124.41%
\$ With Alloc. New Accts.						-
Baltimore	21	1,985	27,157	-	-	-
Charlotte	21	8,069	71,898	-	25	15,591
Maryland	28	11,718	73,968	-	-	-
Springfield	11	2,974	37,341	-	4	1,540
Washington	13	6,253	43,623	-	-	-
Total '21	86	32,889	254,077	-	29	17,131
\$ Total \$ First Sales						27.00%
\$ With Alloc. New Accts.						-

MONTH 1951 - AR & DR ACCOUNTS

No.	Accts.	Sales - 1/28		Total AR & DR Accounts
		Month	Accts	
	Sold	10,545	22,759	AR (6 Mon.)
				85,717
				49,948
				62,481
				14,232
				210,378
				17.0%
				49.2%
				3,804
				13,765
				6,059
				19,394
				103,532
				65,479
				188,405
				217,285
				21.3%
				48.2%
				9,628
				66,651
				35,070
				111,349
				19,493
				99,143
				515,556
				314
				1027,361
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755
				256
				12
				10
				1
				27
				4,135
				124,142
				9,746
				36,581
				30,409
				77,056
				4,135
				124
				3,755

H. K. PAXSON & SUTHER COMPANY

NEW YORK, N. Y.

INTRA-OFFICE COMMUNICATION

November 28, 1931.

Messrs. Hinterscheid
Beger
Antony

Re: AR and D.R. Accounts.

Attached you will find the AR and D.R. report for the month of September.

While there are a few less accounts sold as previous months, the sales pattern remains fairly steady.

It begins to be apparent that approximately 25% of the Atlantic Refining business on a dollar basis will be salvaged this year. With the addition of the AR Accounts approximately 40% should be realized. This would appear to be a good performance since it is known that Electric Storage Battery originally set their goal to hold 25% of Atlantic's business which it now appears we will secure for this year.


H. K. Paxson

Messrs. Hinterscheid, Jager, Michaux

1951 1952 1953 1954 1955

No. Accts. Sold	Sales - 1951		No. Accts. Sold	Sales - 1952		No. Accts. Sold	Sales - 1953		No. Accts. Sold	Sales - 1954		No. Accts. Sold	Sales - 1955		No. Accts. Sold	Sales - 1956	
	Month	Qtr.		Month	Qtr.		Month	Qtr.		Month	Qtr.		Month	Qtr.		Month	Qtr.
1	786	8,737	1	26	4,118	1	26	4,118	1	26	4,118	1	26	4,118	1	26	4,118
12	1,460	2,097	54	18,185	58,771	54	18,185	58,771	54	18,185	58,771	54	18,185	58,771	54	18,185	58,771
22	2,842	2,890	7	4,283	2,764	7	4,283	2,764	7	4,283	2,764	7	4,283	2,764	7	4,283	2,764
33	3,549	33,508	6	1,018	34,890	6	1,018	34,890	6	1,018	34,890	6	1,018	34,890	6	1,018	34,890
-	1,905	1,905	-	-	1,905	-	-	1,905	-	-	1,905	-	-	1,905	-	-	1,905
15	2,911	30,604	37	9,523	2,908	37	9,523	2,908	37	9,523	2,908	37	9,523	2,908	37	9,523	2,908
24	3,605	42,191	46	1,213	4,112	46	1,213	4,112	46	1,213	4,112	46	1,213	4,112	46	1,213	4,112
-	-	22,677	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
109	15,363	191,359	151	47,478	276,047	151	47,478	276,047	151	47,478	276,047	151	47,478	276,047	151	47,478	276,047
23	2,793	24,773	6	1,657	11,124	6	1,657	11,124	6	1,657	11,124	6	1,657	11,124	6	1,657	11,124
9	656	21,501	-	-	2,136	-	-	2,136	-	-	2,136	-	-	2,136	-	-	2,136
10	526	31,771	7	1,032	1,032	7	1,032	1,032	7	1,032	1,032	7	1,032	1,032	7	1,032	1,032
21	4,975	25,047	-	-	4,476	-	-	4,476	-	-	4,476	-	-	4,476	-	-	4,476
22	1,237	2,115	-	-	1,683	-	-	1,683	-	-	1,683	-	-	1,683	-	-	1,683
17	5,730	4,076	20	3,111	3,111	20	3,111	3,111	20	3,111	3,111	20	3,111	3,111	20	3,111	3,111
29	4,276	7,627	1	30	3,111	1	30	3,111	1	30	3,111	1	30	3,111	1	30	3,111
12	2,214	2,777	15	1,773	5,037	15	1,773	5,037	15	1,773	5,037	15	1,773	5,037	15	1,773	5,037
26	6,155	4,631	2	1	1,092	2	1	1,092	2	1	1,092	2	1	1,092	2	1	1,092
19	2,364	1,714	-	-	1,714	-	-	1,714	-	-	1,714	-	-	1,714	-	-	1,714
308	33,906	30,016	51	19,114	1,557	51	19,114	1,557	51	19,114	1,557	51	19,114	1,557	51	19,114	1,557
29	4,225	31,382	2	199	1,424	2	199	1,424	2	199	1,424	2	199	1,424	2	199	1,424
13	13,009	8,907	38	14,975	33,479	38	14,975	33,479	38	14,975	33,479	38	14,975	33,479	38	14,975	33,479
12	12,571	8,539	-	-	8,539	-	-	8,539	-	-	8,539	-	-	8,539	-	-	8,539
2	2,824	46,205	2	1,591	6,881	2	1,591	6,881	2	1,591	6,881	2	1,591	6,881	2	1,591	6,881
1	5,304	49,167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308	36,173	29,200	42	1,155	6,720	42	1,155	6,720	42	1,155	6,720	42	1,155	6,720	42	1,155	6,720

Commission Exhibit No. 293A.

3047.

3436 COMMISSION EXHIBIT NO 293A.

cc: Mr. Hinderscheid
Mr. Stephens

August 14, 1952.

Mr. B. M. Boor
The Atlantic Refining Co.
Pittsburgh, Penna.

Personal

Dear Mr. Boor:

Another situation has come up with reference to identification of Atlantic stations which I thought warranted bringing to your personal attention.

I am attaching copy of report from our branch office just as I received it. I know that those two instances are not in line with the Atlantic policy and anything you can do to straighten out these situations will be appreciated.

Kindest regards.

Sincerely,

EWB

Vice President

EWB:G
Encl.

3048

Commission Exhibit No. 293B.

3438

COMMISSION EXHIBIT NO. 293B.

Copy

Erie, Pa.

August 12, 1952.

Mr. E. W. McCreery:

Atlantic Refining Co.

Leased Stations

It seems that some representatives of the above company ignore instructions that they receive from the home and regional offices.

Bob & Vic's Atlantic Service, Penn and Schantz Sts., Warren, Pa. took over this station about three months ago and decided to buy and sell Lee tires and batteries. Some pressure was put on them by the Atlantic salesman F. Bauman not to handle Lee tires but they ignored this and went on buying and selling our products. They are the first dealers in over two years to do any kind of a job at this location. Our salesman Nicholas and the dealer went out last Wednesday and called on some commercial accounts to sell them some Lee truck tires and when they returned to the station, two representatives of the Atlantic Company were there.

Bob & Vic the day before put up a $1\frac{1}{2} \times 6$ Lee tire sign in place of the Firestone sign and these men informed the boys they would have to take our sign down. Nicholas called me on the phone giving me this information. I told him to tell the boys to keep the sign up; that they were within their rights (according to Atlantic); permitted to display the sign, if they handled our product.

I was surprised to learn from our salesman Nicholas that the two men from Atlantic were the District Instructor

H. M. Calhoun and District Sales Supervisor C. B. Sproull. (These men certainly know better) as they are direct representatives of Mr. Burkett. These tactics should be stopped. These two boys are trying to do a job there but this kind of pressure being put on them is going to force them out.

At the Davis Atlantic Service, Edinboro, Pa., the Atlantic salesman R. L. Dildine picked up our tire price sheet and tore it up and told the dealer he had better forget about Lee.

3440

COMMISSION EXHIBIT NO. 293C.

Lee Tire & Rubber Company
of New York, Inc.
Conshohocken, Pennsylvania

E. W. McCreery
Vice-President

October 3, 1952.

Mr. B. M. Boor
The Atlantic Refining Co.
Pittsburgh, Penna.

Dear Mr. Boor:

I am wondering if my letter to you of August 14 became mislaid as I have not, to date, had a reply concerning the complaints at Warren and Edinboro.

Kindest regards.

Sincerely,

E W McCreery
Vice President

EWM:G

3050

Commission Exhibit No. 293D.

3441

COMMISSION EXHIBIT NO. 293D,

October 7, 1952

GM

Mr. E. W. McCreery, Vice President
Lee Tire & Rubber Company
Conshohocken, Pennsylvania

Dear Mr. McCreery:

I have your letter of October 3. I am sorry but I did not think you expected a reply to your letter of August 14.

Upon receipt of your letter and report of August 14, I asked our people to make an immediate investigation and straighten out any situations which may have developed at the Warren and Edinboro stations. It was my understanding the matter had all been cleared up.

As a matter of information, the reports I received on the Warren situation indicated that a Lee Sign was installed at this station; and it seemed the difficulty here was caused by Lee men actually removing a Firestone Sign and erecting a Lee Sign on the Firestone posts or support.

In regard to the Edinboro incident, report made to me on this was that apparently someone was misinformed and the statements made were incorrect; with the further comment that Salesman Dildine had never destroyed a Lee Price Sheet here or at any other station.

Cordially yours,

BMB-MB

3442 COMMISSION EXHIBIT NO. 294A-B.

Federal Trade Commission

Washington, D. C.

Statement of James B. Matthews

Trading as James B. Matthews Atlantic Service

Located at Church Lane & Bailey Rd., Yeadon, Pa.

1. Type of outlet Lease 1 1/2 min \$251 max fluctuates quarterly

Terms of Lease Lease was year to year, expires June 30, 1953. Threatened to cancel 2 or 3 weeks ago because refused to sign mutual cancellation agreement.

Here since August '49. Formerly at Darby from 47 to 49 for Atlantic.

Credit Cards Yes. Can buy T.B.A. on them.

2. Brands of TBA carried Goodyear
Tires and tubes Goodyear.
Batteries Goodyear & Auto light (hidden behind GY)
Other TBA told to get rid of Autolite & not buy any more.

Remarks:

3. Estimated monthly volume: Gasoline 17-18,000 gals.
TBA \$700 dollars
4. TBA suppliers Parris, Ashland Ave & McDade
Tires Blvd., Glen Alden, Pa. Can buy 10% cheaper at Auto-Gear for accessories.
Price information Sore spot (10% which Atlantic gets)
Batteries Parris—only
Price Information Dealers prices

3443 Other TBA Auto-lite from Auto-Gear. If handled solely his quantity would put him in price class as a distributor but can't handle Auto-lite alone without serious trouble.

Price Information

5. Reason for choosing line of TBA carried: For every \$100 month of shelving rent increased \$1 per month. Spend 4-5 building up Fram and then Atlantic changes sponsorship and expects its dealers to follow suit.

Has a few Lee tires & catches it for handling them and is asked to get them out of the way.

Had meeting last summer in which dealers were told what to say if the dealers were investigated—at 69th & Marshall morning and afternoon sessions. Place called Kastiks.

When Atlantic switched to GYT it just didn't go over, and meetings were held to sell program. Dealers told to tell investigators that Atlantic was only asking them to buy. That they were not forced into it. Told in so many words that he had to go along with TBA program or else.

If switched over to Goodrich is certain that lease would be cancelled. Not even diplomatic.

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

James B. Matthews 3-3-1953

L. E. Janson

Attorney Examiner

Federal Trade Commission

3444

COMMISSION EXHIBIT NO. 295.

Branches as of January 1, 1950

Albany	Harrisburg
Allentown	Louisville
Atlanta	Memphis
Baltimore	New Orleans
Boston	New York
Brooklyn	Norfolk
Bryn Mawr	Norristown
Buffalo	Philadelphia
Bronx	Pittsburgh
Camden	Reading
Cincinnati	Spartanburg
Columbus	Washington
Dallas	Wilmington
Floral Park	York
Fort Worth	Youngstown

3446

COMMISSION EXHIBIT NO. 296.

Lee Branches Set Up in Atlantic Refining Company
Marketing Area Subsequent to January 1, 1950.

Branch	Month and Year Opened
Erie, Penna.	March 1950
Altoona, Pa.	March 1951
Charlotte, N. C.	April 1951
Hartford, Conn.	April 1951
Jacksonville, Fla.	April 1951
Miami, Fla.	April 1951
Providence, R. I.	March 1951
Syracuse, N. Y.	April 1951
Wilkes-Barre, Pa.	April 1951

3448

COMMISSION EXHIBIT NO. 297A-B.

Names and Positions of Lee Personnel Referred to in
Items 1 to 19 Inclusive

P. E. Niedringhaus—Regional Sales Manager—Region #2

Lewis F. Jarrell—Branch Manager, Wilmington, Del.
Branch

E. W. McCreery—Vice President & Regional Sales Manager—Region #4

J. A. Murphy—Branch Manager, Harrisburg, Pa. Branch

H. L. Pettingell—Vice President & Regional Sales Manager—Region #1

A. G. P. Segur—Assistant to Vice President in Charge of Sales

D. R. McAvoy—Manager Market Research

H. K. Paxson—Manager Market Research

R. M. Brasaemle—Vice President in Charge of Production

A. A. Garthwaite, Jr.—Asst. Vice President in Charge of Plants

E. E. Leach—Vice President in Charge of Plants

A. H. Nellen—Vice President in Charge of Development & Research

A. S. Pouchot—Treasurer and Comptroller

J. H. Anthony—Manager—Stock Distribution

M. G. Foraker—Regional Sales Manager—Region #3

J. L. Riddick—Regional Sales Manager—Region #5

F. C. Iringer—Branch Manager, New York, N. Y. Branch

R. P. Polson—Branch Manager, Boston, Mass. Branch

S. A. Copeland—Branch Manager, Buffalo, N. Y. Branch

G. S. Thompson—Branch Manager, Albany, N. Y. Branch

E. N. Fiffick—Branch Manager, Youngstown, Ohio Branch

H. J. McGinn, Jr.—Branch Manager, Charleston, W. Va.
Branch

J. P. Bartley—Branch Manager, Pittsburgh, Pa. Branch
J. A. Simpson—Branch Manager, Altoona, Pa. Branch
A. A. Garthwaite—President
H. B. Lee—Advertising Manager
3450 J. J. Rooney—General Credit Manager
R. J. Limbert—Manager Accessory Sales
J. C. Warring—Special Representative—South Carolina
J. B. Touey—Special Representative—Wilkes-Barre, Pa.
G. D. Niles—Special Representative—Boston, Mass.
S. D. McPeak—Branch Manager, Cincinnati, Ohio Branch
A. H. Allen—Branch Manager, Columbus, Ohio Branch
H. R. Stephens—Branch Manager, Erie, Pa. Branch
R. L. Druien—Branch Manager, Louisville, Ky. Branch
W. F. Hinderscheid—Vice President in Charge of Sales

3056

Commission Exhibit No. 298.

3452

COMMISSION EXHIBIT NO. 298.

The Atlantic Refining Company
Petroleum Products
— 260 South Broad Street
Philadelphia 1, Pa.

June 15, 1950

TBA SJH

Mr. C. Connell, Manager,
Automotive Replacement Sales,
Electric Storage Battery Co.,
19th St. & Allegheny Avenue,
Philadelphia 32, Penna.

Dear Mr. Connell:

The third district has been chosen for our experiment on the commission resale program. This is not an expansion of this plan as, if you will recall, our original discussion indicated there would be three districts on the program. It will be of interest to you to know that the Good-year Tire and Rubber Company has been selected for this experiment in our Newark, New Jersey District. As Atlantic will no longer offer your products in this area, we are attaching a map indicating the boundaries of the Newark territory.

Cordially yours,

S. J. Heideman

h

Enc.

3455 COMMISSION EXHIBIT NO. 300A-B.

The Electric Storage Battery Co.

12-14-50 Atlantic Refining Co.

A R Sales

A. D. DeMott

The following is a result of a survey of ten Atlantic stations which I have covered recently:

Lenahan & McKaig

12th & Grove Streets

Jersey City, N. J.

I called on this account December 6 with Mr. Van Tuno to secure their battery business. I was advised that they stock no batteries at this station.

Lenahan & McKaig

14th & Erie Sts.

Jersey City, N. J.

This station carried a stock of 5 batteries, 4 of which were Goodyear and 1 Exide. They advised that they do very little battery business but we endeavored to impress upon them the desire for stocking Exides. This account will be served by Electric Battery Co.

DeFerrari Bros.

Washington Terr. & Grandview Blvd.

Hasbrouck Heights, N. J.

This account had 9 batteries in stock of the following types: 3 Edison, 3 Ajax, 2 Delco, 1 Presto-o-Lite, 1 Exide. They advised that the Edison and Presto-Lite are bought locally from Miller Auto Gear and Parts in Rutherford, N. J. I will have reliable Magneto call on this account.

3058

Commission Exhibit No. 300A-B.

Randolph Jensen
Jackson & Gordon Sts.
South River, N. J.

This account carried no batteries in stock but picks up the Exides they use from Hardy Tire Supply.

Joseph Wash
254 South Street
Newark 5, N. J.

This account carried 6 Goodyear batteries purchased from R. A. McDonough. 1 Willard and 2 Scranton batteries. When I called December 6 with Mr. Van Tuno, the proprietor advised us that he has to stock Goodyears since this is a leased station.

Rudzik Bros.
Canal Road
South Bound Brook, N. J.

This account had 5 Rebat, 1 Delco, 1 Goodyear, and 1 Lee Battery in stock. They advised that they are primarily interested in only cheaper grades of batteries but I requested Bound Brook Auto Supply to call on this account and endeavor to sell them on Exides.

3457 Brook Chevrolet Co.
Main St.
Bound Brook, N. J.

I called on this account on Nov. 30. They are no longer affiliated with Atl. Refining and buy Delco batteries through United Motor Service.

Mr. Joseph Kilsby
c/o Bakelite Corp.
River Road
Bound Brook, N. J.

This account buys batteries on a quotation basis as needed.

Joseph Marino
35th & Market St.
Paterson 3, N. J.

I called on this account December 13 and found that they had 5 Goodyears and 1 Exide battery which was purchased from Clement DePope. They advised that the majority of the batteries they sell are still Exides but do not stock any number because of constant pressure being exerted by the salesman for the Atlantic Refining Co.

Clement P. DePope
E. 33rd Street & McLean Blvd.
Paterson 4, N. J.

This is an Exide W account, through Reliable Magneto. They had the following batteries in stock: 20 Exides, 13 Goodyears (purchased from Farley Glass Co., Paterson) 3 Lee, 1 Willard. This account supplies majority of the Atlantic stations in the Paterson vicinity with Exide batteries.

Charles C. Smith
155 Front St. & E. Clinton Ave.
Tenafly, N. J.

I called on this account on December 13 with Mr. Orville Melchior and found that they had 14 Auto Lite and 1 Goodrich battery in stock. The 14 Auto Lite are purchased on a preferred distributor basis from Fleet Tire Co. We do not believe that this station's volume is sufficient to meet this price.

E. E. S.
E. E. Stevenson

3060

Commission Exhibit No. 301.

3459

COMMISSION EXHIBIT NO. 301.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1; Pa.

December 15, 1950

File: Batteries

The Electric Storage Battery Co.
Allegheny Ave. and 19th St.
Philadelphia 32, Pa.

Attention: Mr. C. A. Connell, Manager

Automotive Replacement
Sales Div.

Gentlemen:

We are most anxious to know if you have at present a direct dealer selling organization, or contemplating in the near future the inclusion of such a group in your marketing plans. In short, have you given any consideration to a battery program for direct dealer merchandising by you similar to the commission plan offered to national oil accounts by certain tire manufacturers?

If at all possible we would appreciate a reply by Wednesday, December 20.

Very truly yours,

J. S. Parks

Purchasing Agent

By: Chas. F. Bergh

CFBergh/eme

3461

COMMISSION EXHIBIT NO. 302.

December 22, 1950

Mr. J. S. Parks, Purchasing Agent
The Atlantic Refining Co.
260 S. Broad St.
Philadelphia 1, Pa.

Dear Mr. Parks:

Currently all Exide automotive replacement battery sales to dealers are made through our Wholesale Distributors, thus affording prompt delivery through many warehouses.

Your letter of December 15 inquires as to our plans for a commission arrangement to be offered national oil accounts on direct sales to dealers. We believe our experience with this type of operation in past years should be of great value to you. Therefore, I suggest that immediately after the first of January you arrange for a meeting with interested members of your organization for a complete discussion of the many phases of this subject.

With kindest personal regards and best wishes for the holidays, I am

Sincerely yours,
C. Connell, Manager
Automotive Replacement Sales Div.

CC:CR

3062

Commission Exhibit No. 303.

3464

COMMISSION EXHIBIT NO. 303.

1-4-51

The Atlantic Refining Company
AR Sales

Asst. Gen. Sales Mgr.
R. L. Sommerville

Arrangements have been completed to meet with Messrs. Heideman and Bergh of the Atlantic Refining Company at 10:00 a.m. Monday, January 15, in Mr. Heideman's office.

As per my conversation with you, the meeting is for the purpose of discussing the possibility and advisability of our making some arrangements for the Atlantic Refining Company covering the sale of Exide batteries direct to Atlantic dealers and providing a commission arrangement to the Atlantic Refining Company. Your past experience with a somewhat similar arrangement with the Texaco Company I am sure will prove very valuable at the meeting.

C. Connell

CC:CR

Commission Exhibit No. 304.

3063

3467

COMMISSION EXHIBIT NO. 304.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

February 5, 1951

TBA SJH
T.B.A. Exide Batteries

Mr. C. Connell, Manager,
Automotive Replacement Sales,
Electric Storage Battery Co.
19th St. & Allegheny Avenue,
Philadelphia 32, Pennsylvania.

Dear Mr. Connell:

I am confirming our phone conversation of February 2nd to the effect that in the month of February the Firestone Commission Plan of marketing T.B.A. is thereafter to be employed by Atlantic in the State of Ohio and in the Panhandle section of the State of West Virginia.

Although in effect, this action is an extension of the Commission Plan, it is being undertaken as a practical solution to several aggravating problems and not as a direct result of the tests currently being conducted by us.

Cordially yours,

S. J. Heideman

b

Date 2-14-51

Subject Atlantic Refining Company
From AR SalesTo Vice President
Mr. R. Whitehurst

Mr. S. J. Heideman, T.B.A. manager of the Atlantic Refining Company called today to give me advance confidential information regarding a decision made this morning by top management of the Atlantic Refining Company regarding future handling of T.B.A. sales to Atlantic dealers.

Effective as quickly as the changeover can be made, all T.B.A. sales to Atlantic dealers will be handled on a commission arrangement. It is planned that four of the six regions will operate under the Firestone arrangement and the remaining two under the Goodyear commission plan. Under both plans, the Atlantic Refining Company will be paid approximately 10% commission on all sales to Atlantic dealers and 8% on all sales to Atlantic distributors on the items handled by Firestone and Goodyear; tires, batteries, accessories, refrigerators, electrical appliances, toys, garden supplies, sporting goods, etc. Orders will be written either by Firestone or Goodyear who will handle the entire transaction, including delivery, credit, billing, etc., leaving the Atlantic Refining Company with only the problem of promoting sales.

The Atlantic Refining Company first sold Exide batteries under a Wholesale Distributor contract in 1937 and then only in their Philadelphia Division. Their T.B.A. program was greatly enlarged both as to the items sold and territory covered until in 1950 the total T.B.A. sales amounted to between nine and ten million dollars.

The accounting procedure set up by the Atlantic Refining Company was such that expenses charged against T.B.A. sales appeared to make this operation unprofitable. As a result of this and because the top management of the Atlantic Refining Company believed that their own men should participate only in the sales of petroleum products, it was decided early in 1950 to try out the Firestone and Goodyear commission plan in three Atlantic Refining Company districts. Firestone in the Erie, Pennsylvania and Wilmington, Delaware districts and Goodyear in the Newark, New Jersey district. We were advised of this move and accordingly made plans to retain the Exide business in these districts. We actually materially increased our business in the Erie district during 1950 and were reasonably successful in the Wilmington and Newark districts. Atlantic Refining Company's own records for the year show a greater increase in the sale of batteries in the district continuing to sell Exides than in the district changed over to Firestone and Goodyear. I have been told that a complete report was submitted to management indicating that the plan was not successful; however, since management desires to get out of active participation in T.B.A. sales, the recommendation was made that the commission 3472 plan be tried in one of their six regions.

Tires being the largest dollar item of T.B.A. sales, the plan was discussed yesterday afternoon with Lee Tire and Rubber Company, whose product they have handled in all territories except the three districts on the commission plan. Lee apparently made it clear that if Atlantic were planning further expansion of the commission plan, they had no further interest in the Atlantic Refining Company's business. Both Firestone and Goodyear had previously been approached regarding a plan whereby they would sell tires only to the Atlantic Refining Company accounts on a commission arrangement and had flatly refused such a

3066

Commission Exhibit No. 306A-B.

plan insisting that either the complete program or none be sold by them. Naturally the immediate need for a tire program as a result of Lee's decision precipitated Atlantic Refining Company's move. As a result, they have decided, as outlined above, to go 100% on the commission plan.

Mr. Heidman has informed me that we will receive Atlantic Refining Company's formal notification of the change in their program.

C. Connel

CC:rl

3474

COMMISSION EXHIBIT NO. 306A-B.

Date 2-22-51

Subject Atlantic Refining Company
From AR Sales

To Vice President
Mr. R. Whitehurst
cc: R. L. Sommerville

My letter of February 14 advised you of the Atlantic Refining Company's change in policy for the handling of TBA sales to their dealers. Additional information has been received from the Atlantic Refining Company and steps have been taken with our branches to insure our retaining the maximum possible share of this business.

All Exide branches concerned—Atlanta, Boston, Cleveland, New York, Philadelphia, Pittsburgh, and Washington—were notified of the change and instructed to immediately adjust their sales schedules so that their number one job would be complete coverage of the Atlantic Refining Company dealers and distributors. All Atlantic Refining distributors of TBA products are to be personally contacted

by our men in an effort to sign them up either direct as wholesale distributors or as wholesalers, depending upon their operation and the volume of business involved. Letters will go out from all branches to wholesale distributor management and salesmen advising of this change and recommending that they immediately contact all Atlantic dealers in their territory and aggressively solicit their Exide battery business. The branches will make up a list of Atlantic Refining Company dealers through the Advertising Department and have them placed on our prospect dealer list to be included in the eight mailings already planned.

Mr. D. T. Colley, Vice-President and General Manager of the Atlantic Refining Company, has already requested their Purchasing Department to formally notify us of the cancellation of our Warehouse Distributor contract with them. All other TBA suppliers will be similarly notified. There has been a change in the original plan to have Firestone handle the commission arrangement in four districts and Goodyear in two. The current plans call for three regions each—Firestone in Eastern Pennsylvania, Western Pennsylvania and the Southern Regions and Goodyear in Philadelphia and New Jersey, New York and New England Regions.

Mr. Heideman is now preparing two letters to go out over Mr. Colley's signature, one to all of their dealers and the second to their salesmen, district managers, and regional managers, with which will be enclosed a copy of the dealer letter. I am told that the dealer letter will introduce the Firestone or Goodyear program and explain the Atlantic Refining Company's confidence in the wisdom of their decision. It will, however, state that there is no obligation on the part of the dealer to go along with the program. The final decision as to which TBA items he sells rests with him. The letter to the salesmen and managers will stress

the need for good salesmanship and complete confidence in the Firestone or Goodyear program but, at the same time, prohibit the use of pressure in influencing the dealer's decision at the risk of the Atlantic Refining Company salesman's losing his position. Atlantic Refining has not agreed to give me copies of these letters, but every effort will be made to pick up copies for our information.

Mr. Colley has clearly indicated to Mr. Heideman that the one TBA item he would prefer to retain is Exide batteries. He likes our company, he likes our way of doing business, and believes our product is one of the best.

C. Connell

CC:CR

3478

COMMISSION EXHIBIT NO. 307.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

J. S. Parks

Purchasing Agent

M. S. Charlton

Ass't Purchasing Agent

February 23, 1951

File: 5A-ES

The Electric Storage Battery Co.
Allegheny Ave. & 19th St.
Philadelphia 32, Pa.

Attention: Mr. C. Connell, Manager Automotive Replacement Sales Division.

Gentlemen:

After very careful study, over an extended period, the management of our Domestic Sales Department has decided to accept Firestone and Goodyear marketing deals to supply our dealers with tires, batteries and accessories. To the extent possible we plan to make his new operation effective March 1, 1951.

Our Exide Battery Warehouse Distributor Contract with you dated November 1, 1949, covering Exide Automotive Replacement Batteries, Parts, and Battery Service Equipment, extends to either party the option of cancelling the contract upon 90 days' written notice.

In accordance with the terms of our agreement, we hereby notify you of our desire to cancel same. Because the

change, as it affects other products, is being made immediately, we should like you to consider waiving the 90 day period of notice and agree to cancellation as of February 28, 1951.

Our regional sales offices have been instructed to forward to you request for cancellation of all their unshipped orders.

At this time we should like to express our appreciation for the finest kind of cooperation received from your organization over these many years.

To complete the record, may we have your acknowledgment of this letter.

Very truly yours,

J. S. Parks,
Purchasing Agent,
By: Chas F. Bergh.

CFBergh/eme

3480

COMMISSION EXHIBIT NO. 308.

The Electric Storage Battery Co.

March 7, 1951

Mr. J. S. Parks, Purchasing Agent
The Atlantic Refining Co.
260 S. Broad St.
Philadelphia 1, Pa.

Attention: Mr. C. F. Bergh

Gentlemen:

We regret to learn that your Domestic Sales Department has decided to use Firestone and Goodyear to supply your dealers with tires, batteries, and accessories. However, as requested in your letter of February 23, 1951, we agree to accept cancellation of your Exide Warehouse Distributor contract as of February 28, 1951 and waive the 90 day cancellation clause.

Our business association since 1937 has been both pleasant and profitable and we hope the many inter-company friendships formed during this period will continue.

Your past performance in the sale of Exide batteries speaks for itself. In the event, at some future date, you contemplate a change from the current arrangements for the sale of batteries, we will welcome the opportunity to discuss a program with you.

Very truly yours,

C. Connell,
*Manager Automotive Replacement
Sales Division*

CC:CR

3072

Commission Exhibit No. 309.

3482

COMMISSION EXHIBIT NO. 309.

Inter-Office Letter

The Electric Storage Battery Co.

Date 3-13-51

**Subject The Atlantic Refining Company
From AR Sales**

Atlanta Branch, J. A. Cronk
Boston Branch, T. G. Tynan
Cleveland Branch, W. P. Roche
New York Branch, J. W. Weigt
Philadelphia Branch, W. C. Hooven
Pittsburgh Branch, C. H. Leet
Washington Branch, J. A. Klingensmith

cc: Credit Div., J. A. Kennedy
Sales Order Div., J. W. Damon
Vice-Pres. & Compt., D. N. Smith
Customers' Accounting Div., D. J. Hendrickson
Advertising Div., A. N. Dingee

Our Warehouse Distributor contract with the Atlantic Refining Company, effective November 1, 1949, has been cancelled in its entirety effective February 28, 1951.

All complete or balance orders still unshipped should be cancelled. We should no longer accept batteries for inspection under the 90-day warranty provision of our SGA Policy.

To clear our records, we will require Cancellation-Replacement Sales Agreement, Forms 4072, for every Atlantic Company listing shown on Form 3265, List of Distributors by States and Cities, effective November 1, 1950. Therefore, each individual branch should forward to us cancellation notices for Atlantic Refining Company listings

in their territories by return mail. All addressograph plates in branch offices should be immediately destroyed.

A complete list of Atlantic Refining Company accounts will be forwarded to each branch as soon as it is possible to process the list. The complete list of Atlantic accounts will be put on our prospect list and will receive our eight prospect mailings. Therefore, it will not be necessary for you to include the names of Atlantic accounts in the list of dealer prospects you are mailing to the Advertising Division.

C. C.

C. Connell

CC:CR

3485

COMMISSION EXHIBIT NO. 310.

The Electric Storage Battery Co.

8/16/51 Atlantic Refining Co.

Replacement Sales

Asst. Genl. Sales Manager

C. Connell

cc: Mr. R. Whitehurst

Whereas your reports on the retention of the Atlantic Refining Co. accounts show that we are continuing to make numerical progress in signing them up, I cannot get any indication as to the sales strength of the accounts that we are closing. In other words, are we signing the "seventy percenters" who do 30% of the business or are we signing the "thirty percenters" who do 70% of the business? Is there not some way that we can appraise the work we are doing in changing over Atlantic accounts so that we have a definite measure of what success we are obtaining in getting business of Atlantic outlets.

Take one small example: I called on Glenn in Mt. Airy two or three weeks ago and found that he had gone 100% down the line with Atlantic on Goodyear. He naturally would be listed as one Atlantic account but from the volume standpoint he has always been far above average; therefore, we have undoubtedly failed in this single instance to retain a good battery outlet. If your figures could be revamped in some way so that we could know what the battery potentials are of these accounts that we are changing, it would certainly give us some important and factual information.

R. L. Sommerville

RLS:IMB

3487

COMMISSION EXHIBIT NO. 311.

Inter-Office Letter

The Electric Storage Battery Co.,

Date 10-3-51 .

Subject The Atlantic Refining Company

To Asst. Gen. Sales Mgr. From AR Sales Dept.
 Mr. R. L. Sommerville Answering Letter 8-16-51

Supp. Letter 8-7-51

By R. L. S.
 C. C.

cc. R. Whitehurst

With further reference to our reports of progress to you of June 18 and 29 and August 7 on our retention of the Atlantic Refining Company accounts, we now submit to you the following definite report of the number of accounts retained by classification as of October 1, 1951:

Branch	No. of Accounts Referred to Branches Original AR List	No. of Accts. Signed—WD	No. of Accts. Signed—W	No. of Accts. Signed—AD	Composite Total
Atlanta	548	—	3	32	35
Boston	526	—	18	292	310
Cleveland	266	3	3	68	74
New York	1004	2	22	418	442
Philadelphia	2696	4	9	567	580
Pittsburgh	1141	—	5	170	175
Washington	525	—	6	57	63
Total	6796	9	66	1604	1679

Comparing this with our previous report, you will note an increase of three additional Wholesalers and 97 Authorized Dealers, making a total gain of 100 accounts; thus we have retained all or part of the business of 24.7% of this customer's accounts.

To evaluate the type of Atlantic account we have been able to retain and in reply to your letter of August 16, 1951, we have had a check made of the key Atlantic accounts, i. e., those who were of sufficient size to receive direct shipment of Lee tires from the Lee factory. This survey indicates that we have retained all or part of the business of 238 of the 1,060 accounts that were considered to be the best Atlantic outlets. This means we have retained 22.5% of the better accounts.

It is evident from the above, therefore, that we have retained approximately the same percentage of the accounts of Atlantic across-the-board as we have their key accounts.

C. Connell

RJL:CR

3489

COMMISSION EXHIBIT NO. 314A.

The Electric Storage Battery Company
Philadelphia 2, Pennsylvania

Executive Offices

42 S. Fifteenth Street
LOcust 4-4030

June 26, 1957

James S. Kelaher, Esquire,
Trial Attorney
Federal Trade Commission
c/o Benjamin Franklin Hotel
Ninth & Chestnut Sts.
Philadelphia 6, Penna.

Re: The Goodyear Tire & Rubber Co., et al
Docket 6486

Dear Mr. Kelaher:

Pursuant to Specification II of your subpoena issued in connection with the above proceedings, please be advised that as of May 31, 1957, we had 1,163 Wholesale Distributors who operated through 1,398 Wholesale Distributor Branches.

You will understand, of course, that all sales of Exide automotive replacement batteries made by The Electric Storage Battery Company are to wholesale distributors. These distributors are independent business organizations in no way owned by or related to or affiliated with The Electric Storage Battery Company other than merchandisers of our products. These distributors in turn resell to some jobbers, or wholesalers and to dealers.

Very truly yours,

William P. Cairo, MS

Assistant Secretary.

WPC:MS

Exide

U.S. TRADE COMMISSION
648G EXHIBIT NO. 314C

Wholesale Distributors

by

STATES and CITIES

July 15, 1951

THE ELECTRIC STORAGE BATTERY COMPANY

42 South 15th Street
PHILADELPHIA 2, PA.

Branches

ATLANTA	1246 Allene Ave., S. W.	MINNEAPOLIS 3	1750 Hennepin Ave.
BOSTON 34	100 Ashford St.	NEW ORLEANS 12	406 Industries Bldg., 238 S. Saratoga St.
CHICAGO 9	5335 S. Western Blvd.	NEW YORK 18	23-31 West 43d St.
CINCINNATI 6	2212 Victory Parkway	PHILADELPHIA 32	17th St. & Indiana Ave.
CLEVELAND 14	Room 1012 Engineers Bldg.	PITTSBURGH 22	701 First National Bank Bldg.
DALLAS 1	2133 McKinney Ave.	ST. LOUIS 3	1218 Olive St.
DENVER 2	810 - 14th Street	SAN FRANCISCO 24	6150 Third St.
DETROIT 4	8051 W. Chicago Blvd.	SEATTLE 4	1919 Smith Tower Bldg.
KANSAS CITY 3-E	129 Belmont Boulevard	WASHINGTON 6	1819 L St., N. W.
LOS ANGELES 15	1043 S. Grand Ave.		

In Canada: Exide Batteries of Canada, Ltd., 153 Dufferin Street, Toronto, Canada.



List of Exide Wholesale Distributors (Continued)

Page 3

CONNECTICUT—Cont'd

New Britain
Grindall Auto Parts, Inc.
113 Arch St.

New Haven
The Elm City Auto Electric, Inc.
617 State St. (11)
The Horton-Gallo-Cramer Co., Inc.
96 State St.

New London
Grindall Auto Parts, Inc.
124 Bush St.

South Norwalk
Knapman & Smith, Inc.
67 Connecticut Ave.

Stamford
The Horton-Gallo-Cramer Co., Inc.
819 Main St.

Torrington
Grindall Auto Parts, Inc.
55 S. Main St.

Waterbury
Shore's Auto Parts, Inc.
477 W. Main St. (33)

DELAWARE

Dover
Monroe Service Co.
S. Governor's Ave. Bldg.

Wilmington
Monroe Service Co.
900 French St.

DISTRICT OF COLUMBIA

Washington
E. J. Payne
1819 E. St., N. W. (6)

FLORIDA

Jacksonville
Joseph H. Wahl Co.
391 Park St.

Miami
Penton-Shupard Tire Co.
429 N. W. 6th St. (8)

Tampa
Floyd Wholesale Tire & Supply Co.
1403 5th Ave.

GEORGIA

Alma
Butler Supply Co.

Atlanta
The Electric Storage Battery Co.
1246 Allene Ave., S. W.
Prior Tire Co., Inc.
458 Peachtree St., N. E. (1)

Augusta
Stinner Auto Supply Co.
564 Broad St.

Bacon
Butler Supply Co.

Columbus
C & S Parts Service Co.
1313 First Ave.

Macon
Butler Supply Co.
460 Broadway
Chapman's Garage, Inc.
419 Mulberry St.

Rome
Vic's Goodyear Tire Store
416 Broad St.

Savannah
The Frank Corporation
222 Broughton St., W.
Valdosta
La Film Automotive Service
309 N. Ashby St.

Waycross
Motor Parts Co.
500 Albany Ave.

Waynesboro
Stinner Auto Supply Co.

IDaho

Boise
Serrano Motor Supply Co.
814 Jefferson

Lewiston
Erb Hardware Co.
411 1st St., P. O. Box 616

ILLINOIS

Afton
Wells Tire Co., Inc.
132 E. Broadway

Amery
Phillips Auto Parts Co.
227 Holbrook St.
Robinson's Auto Supply Co.
128 S. Broadway

Bellefonte
H. B. Frisvold Distributor
Smithson Rd.

Bloomington
Auto Hotel, Inc.
East & Jefferson Sts.

Carbondale
Kelley's Automotive Supply Co.
515 N. Oakland Ave.

Champaign
E. S. Collins Co.
9 E. Logan St.

Chicago
The Electric Storage Battery Co.
2332 S. Western Blvd. (9)
Allied Tire & Battery Co.
610 W. 35th St. (16)
Grinn-Hanson-Troland, Inc.
2810 S. Michigan Ave. (16)
4634 W. Madison St. (44)
Al B. Mair & Co.
6015 Broadway (40)
Triangle Machine Works, Inc.
3630 N. Ashland Ave.
Universal Automotive Supply Co.
4021 Washington Blvd. (24)

Chicago Heights
Lang's Auto Parts
2903 Chicago Rd.

Cicero
Universal Automotive Supply Co.
5491 W. Cermak Road

Collinsville
Wells Tire & Battery Co.
319 W. Main St.

Decatur
E. B. Collins Co.
214 W. Main St.

Decatur
Anderson Tire Co.
1454 E. Eldorado St.

Dixon
Smith Goodyear Service

East Moline
Svensson Auto Supply
411 15th Ave.

East St. Louis
Cody-Schreiber Tire & Gasoline Co.
10th & Broadway

Edwardsville
Wells Tire Sales, Inc.
125 W. Vandala St.

Elkhart
Keller Oil Co.
South Banker St.

Elgin
Phillips Auto Parts Co.
379 Broad St.
Robinson's Auto Supply Co.
Cor. State & Chicago St.

Elmhurst
DelPace Automotive Supply Co., Inc.
111 E. First St.

Evansville
Evansville Battery & Tire Service
1461 Elmwood Ave.
Grinn-Hanson-Troland, Inc.
922 Davis St.

Greenville City
Wells-Schmidt Tire Sales, Inc.
21st & Niedringhaus

Jacksonville
Klumbo Tire Company
602 N. Main St.

ILLINOIS—Cont'd

Jarvisville
Wells-Troland, Inc.
300 S. State St.

Joliet
La Auto Supply Co.
314 Henderson Ave.
Grinn-Hanson-Troland, Inc.
1 S. Joliet St.

Kankakee
Charlesman Auto Parts
131 E. Station St.
Grinn-Hanson-Troland, Inc.
276 E. End Ave.

Kewanee
Kewanee Auto Supply
113 E. 2nd St.

La Grange
La Grange Motor Parts Co.
12 N. Broadway Ave.

La Salle
La Salle Automotive Supply Co.
160 Buckline St.

Lincoln
Shore's Auto Supply Co.
714 Broadway

Macomb
Macomb Tire & Battery Distributors
317 E. Washington St.

Matteson
Freeman & Johnson Auto Supply
1913 Broadway

Maywood
West Suburban Auto Parts, Inc.
311 W. Lake St.

Moline
Farrus W. Sherratt
2112 5th Ave.

Pekin
Automotive Parts & Machine Co.
229 Court St.

Peoria
Peoria Machine & Parts Co.
603 Franklin St.
Sweeney Gasoline & Oil Co.
301 S. Adams St.

Peoria
Fred's Service
425 W. Madison St.

Quincy
Green's Auto Parts
1024-26 Main St.

Rockford
The Ridge-Rockford Co.
211 S. Winnebago St.
Smith Oil & Refining Co.
1122 Alhambra Ave.

Rock Island
Midway Oil Co.
4301 1st Ave.

Springfield
Thomas Auto Supply
927 E. Jackson St.

St. Charles
Auto Parts Co.
120 S. Bloomington St.

Waukegan
Washington Tire & Battery Service
542 Washington Ave.

Whitewater
Whitewater Auto Parts
112 N. Wheaton Ave.

Wood River
Wells-Schmidt Tire Sales
101 E. Ferguson Ave.

INDIANA

Columbia City
H. J. Schrader Co.

Crown Point
Dad Friends
111 W. Joliet St.

Elwood
H. J. Schrader Co.
1516 Main St.

Evansville
Bartlett Parts Service
900 N. Farm Ave.

Fort Wayne
E. M. Knepp Co.
224 W. Main St. (2)

INDIANA—Cont'd

Gary
Monarch Oil & Supply Co.
10th & Virginia Sts.

Goshen
Genuine Motor Parts Supply
704 N. Main St.

Hammond
Coleman-Walsh Auto Supply, Inc.
618 State St.
Grinn-Hanson-Troland
1501 Hobman Ave.

Indianapolis
The Central Rubber & Supply Co.
Ruddell Building
30 E. Georgia St. (9)

Kokomo
H. J. Schrader Co.
123 E. Walnut St.

La Porte
The Ridge Co., Inc.
607 Michigan

Logansport
H. J. Schrader Co.
116-118 S. 6th St.

Madison
The Automotive Supply Co.
325 E. Main St.

Marion
C. C. Baber Motor Supply
117 W. 4th St.

Mishawaka
The Ridge Co., Inc.
118 S. Main St.

Paris
C. C. Baber Motor Supply
20-24 E. 5th St.

Richmond
Brown Motor Co.
12 N. 8th St.

South Bend
The Ridge Co., Inc.
315 W. Jefferson St. (2)
H. J. Schrader Co.
215 W. Jefferson Blvd.

Terre Haute
Lemon & Son
11th & Ohio

Wabash
C. C. Baber Motor Supply
20-26 E. Canal St.

Warsaw
H. J. Schrader Co.

IOWA

Burlington
Sherris Parts Service Co.
512 N. Main St.

Cedar Rapids
Allen Motor Co.
2nd Ave. & 10th St.
First Equipment Co.
411 2nd Ave., S. E.

Charokas
United Wholesalers
423 W. Main St.

Climax
Letman & Co.
712 S. Second St.

Des Moines
Magneto Carburetor & Electric Co.
1106 Grand Ave. (9)

Dubuque
Reidy Motor Co.
5th & Iowa Sts.

Fort Dodge
Hall's Automotive Parts
19 N. 12th St.

Fort Madison
Cushman Foundry & Machine Co.
1923 Avenue "H"

La Mar
United Wholesalers
31 Plymouth St., N. W.

Marshalltown
Arnold Motor Supply Co.
8 W. Church St.

Mason City
Jacoby Battery & Electric Co., Inc.
101 First St., S. E.

Page

List of Exide Wholesale Distributors (Continued)

IOWA—Cont'd

Osawatomie
Consumer Supply Co.
100 N. Central Service Co.
812 W. Second St.
Pella's Inc.
115-21 S. Washington St.
Rock Rapids
United Wholesalers Inc.
Sioux City
David Wholesalers
718 & Water Sts. (115)
Spencer
Arnold Motor Supply
470 First Ave. W.
Waterloo
Lewis Motor Supply, Inc.
312 W. Park Ave.

KANSAS

Arkansas City
Arkansas City Motor Parts Co.
122 N. Sumner St.
Bellvue
L. J. Hower Co.
1206 18th St.
Bunkie
Shirley Motor Supply Co.
229 Main St.
Colbyville
Dunning Supply Co.
116 E. Eighth
Colby
Shirley Motor Supply Co.
Emporia
Hawthorne Supply Co., Inc.
117 Commercial
Fl. South
Bryden Auto Supply Co.
117 Market St.
Great Bend
Hawthorne Supply Co., Inc.
3100 Main St.
Independence
Hawthorne Supply Co., Inc.
112 E. Sherman
Independence
The Motor Equipment Co.
118 East Main
Manhattan
Automotive Parts Co., Inc.
McPherson
Automotive Parts Co., Inc.
Meriden
Sawyer Supply Co.
Norwich
L. J. Hower Co.
102 South 2nd
Osborne
Automotive Parts Co., Inc.
Pratt
The Motor Equipment Co.
202 S. Main St.
Salina
Motor Service Co.
214 & Pacific Sts.
Scott City
Automotive Parts Co., Inc.
Topoka
W. A. L. Thompson Hardware Co.
308 E. Kansas Ave.
Wichita
The Motor Equipment Co.
216 W. Douglas
The Whittaker Company, Inc.
320 S. Commerce (2)

KENTUCKY

Ashland
Ashland Auto Parts Co., Inc.
300 Glasgow Ave.
Bearings Green
Warren Motor Service, Inc.
1218 Broadway
Blackfoot
Horton Motors
Clatsop
Horton Auto Supply
Horton St.
Letcher
Letcher Automotive Supply Corp.
125 E. Main St.
Jack Miller & Co.
125 E. Short St.

KENTUCKY—Cont'd

Lexington
Automotive Service Co., Inc.
917 W. Main St.
General Rubber & Supply Co.
1149 S. Seventh St.
Mayfield
Timothy Auto Parts
402 E. Second St.
Newport
Northern Kentucky Auto Parts Co.
408 W. Fifth St.
Owensboro
Gipe Motor Supply Co.
310 W. Fourth St.
Padesch
The Ferguson Co., Inc.
10th & Broadway
Painville
Mountain Petroleum Co.
Pikeville
Pikeville Oil & Tire Co., Inc.
Shelbyville
Tire Sales Corporation
222 E. Main St.
Shively
Automotive Service Company, Inc.

LOUISIANA

Alexandria
Farr Auto Supply
329 10th St.
Algiers
West Side Auto Supply Co.
418 Opelousas Ave.
Baton Rouge
Cerna Welding Supply Co.
2207 N. Third St.
Boudry
Farr Auto Supply
Crowley
Republic Wholesale Co.
123 Front St. at Ave. G
De Ridder
Farr Auto Supply Co., Inc.
Denham
Farr Auto Supply
220 West Vine Avenue
Harvey
West Side Auto Supply Store
Box 236
Lafayette
Morgan Supply House, Inc.
601 St. John St.
Lake Charles
Lake Auto Parts Co.
1135 Ryan St.
Marshallville
Farr Auto Supply
Monroe
Monroe Automobile & Supply Co., Inc.
Morgan City
Morgan City Motor Supply, Inc.
215 E. Evans St.
New Orleans
Byrne & Rice Supply Co.
1122 Geymour
W. J. Waterfield Co., Inc.
225 North Peters
The New Orleans Auto Supply Co.
1129 41 Broadway St. (11)
Owen & Co., Inc.
218 Charles St.
Harry Evans
811 St. Charles
Wether's, Inc.
821 Baronne St.
1419 St. Bernard
Oakdale
Farr Auto Supply
113 S. 10th St.
Shreveport
Interstate Electrical Co. of
Shreveport, Inc.
614 Spring St.
Sulphur
Lake Auto Parts Co.
Winfield
Farr Auto Supply

MAINE

Bangor
N. H. Briggs & Sons
74-86 Broad St.
Briggs & Sons
78 Rice St.

MAINE—Cont'd

Lewiston
Palmer King Motor Co., Inc.
162-173 Middle St.
Portland
Community Oil Co., Inc.
204 Kennebec St. (3)
Dyer-Knight Co., Inc.
42 Preble St. (3)
Emery-Waterhouse Co., Inc.
100 Middle St. (6)
Ramford
The Frost Motor Supply Co.
202 Prospect Ave.
Waterville
Bailey Auto Parts, Inc.
117 College Ave.

MARYLAND

Baltimore
J. E. Hunt & Co., Inc.
Calvert & Saratoga Sts.
B. E. Smith
3100 Cathedral St. (1)
Cambridge
Cambridge Automotive Branch of
Salisbury Automotive, Inc.
Chesapeake
The Watkins Auto Supply Co., Inc.
Washington Ave. Extended
Easton
The Watkins Auto Supply Co., Inc.
Washington & Goldsboro Sts.
Hagerstown
L. H. Corderman & Son, Inc.
718 W. Washington St.
Salisbury
Salisbury Automotive, Inc.
Salisbury Blvd. & Carroll Ave.

MASSACHUSETTS

Allston
Giant Battery Service Co.
383 Brighton Ave. (24)
Hunt-Marquardt, Inc.
244 Brighton Ave.
Boston
The Electric Storage Battery Co.
100 Ashford St. (24)
Merchants Distributors, Inc.
1210 Boylston St. (15)
Shanahan Tire & Supply Co., Inc.
1220 Columbus Ave.
Brockton
A. F. German Company, Inc.
1179 Main St. (28)
Hunt-Marquardt, Inc.
302 Warren Ave. (49)
Fall River
W. W. Leach & Co.
196-202 Bedford St.
Haverhill
Kendall Auto Parts Co.
90 Water St.
Holyoke
J. Russell & Co., Inc.
201 Dwight St. (1)
Hyannis
A. F. German Company, Inc.
Barnstable Rd.
Lawrence
Hunt-Marquardt, Inc.
219 S. Broadway
Lowell
Boscon Auto Supply Co.
18-30 First St.
Lynn
Liberty Battery & Radio Co.
140 Liberty St.
Hunt-Marquardt, Inc.
20 Mt. Vernon St.
Malden
Hunt Motor Parts Co.
145 Exchange St. (42)
Milford
Milford Auto Parts, Inc.
331 Main St.
New Bedford
W. W. Leach & Co.
501 County St.
Newtonville
Bran Battery & Tire Service
252 Walnut St. (60)

MASSACHUSETTS—Cont'd

Pittsfield
May's Auto Parts, Inc.
12 Main St.
Quincy
Hunt-Marquardt, Inc.
19 Washington St. (49)
Springfield
Charles Broad Tire Co.
77 Dwight St. (4)
Pomeroy Auto Parts Co., Inc.
611 Main St. (2)
Taunton
W. W. Leach & Co.
12 Colonnade St.
Ware
George F. Blake, Inc.
121 Commercial St. (8)
The Worcester Rim & Wheel Co.
138 Southbridge St. (3)

MICHIGAN

Alma
Ray C. Joyce, Inc.
319-21 E. Superior St.
Alpena
Nunnemakers Tire & Battery Shop
501 N. Second Ave.
Battle Creek
The Motor Shop & Priest Tool
& Mfg. Co.
6010 South Ave.
Bay City
The Lowery Co.
105-7 Saginaw St.
Beaumont Harbor
Ridge & Kramer Motor Supply, Inc.
221 W. Main St.
Big Rapids
Hunt Motor Parts Co.
114 N. Michigan Ave.
Carscove
Harold J. Fin Company
4010 E. Chandler St.
Charlotte
Charlotte Auto Parts
416 N. Washington Ave.
Chubbuck
Chubbuck Auto Supply Co.
215 S. Main St.
Coldwater
Treat Auto Parts Co.
24-28 S. Hudson
Dearborn
Parts & Equipment Corp.
3540 Schaefer Rd.
Detroit
The Electric Storage Battery Co.
8051 W. Chicago Blvd. (4)
Citron Kolt Oil Co.
14445 Linwood Ave. (6)
L. N. Ducker
450 Dickerson
Duckers Motor Service, Inc.
41 Harper Ave. (2)
Detroit Cylinder Grinding Co.
4435 Can Ave. (1)
264 N. Morrell St. (9)
Henderson Tire Co.
45 Solon Ave.
Harry Melanson Rubber Co.
7745 Grand River (4)
Motor Parts & Machine Co.
6118 W. Fort St.
Taylor Automotive Supply Co.
10206 E. Warren Ave. (13)
Victor Oil Co.
11511 E. Warren Ave. (13)
Dowagiac
The Ridge Co., Inc.
107 S. Front St.
Durand
Durand Auto Parts
810 N. Oak St.
Escanaba
Charfield Machine & Foundry Co.
118 Stephenson St.
Faradale
Johnson Auto Parts Co.
23127-9 Woodward Ave.
Grand Rapids
Burgman Auto Supply
512 Leonard St., N.W. (4)
Grand Rapids Warehousing Co.
592 Jefferson Ave., S.E. (3)
Fox Wren & Co.
32-34 Crescent St., N.W. (2)

List of Exide Wholesale Distributors (Continued)

Page 8

MINNESOTA—Cont'd.

Neenock
Santoni Brothers
811 Ethel Ave.

Neighborhood
Automotive Replacement Parts
107 E. 8th St.

Iron Mountain
Home & Auto Supply
411 Stephenson St.
Iron Mountain Auto Supply Co.
306 Haight St.

Ironwood
Buhls Tire Shop
505 W. Aurora St.

Jackson
C. E. Hamlin Co.
225-27 N. Jackson St.

Kalamazoo
Midway Auto Supply
415 W. Kalamazoo Ave.

Leaning
Capital Automotive Supply Corp.
504 E. Michigan Ave. (29)

Manistee
Northern Auto Parts Co.
426 River St.

Menominee
Automotive Products Co.
612 Sheridan Rd.

Moore
Elbert's Inc.
24 S. Macomb St.

Mt. Pleasant
Ben Truett Auto Parts
802 N. Main St.

Muskegon
Motor Service & Supply Co.
1165 Third St. (4)

Newberry
Newberry Automotive Parts
201 East Helen

Niles
The Ridge Co., Inc.
230 N. Front St.

Owasee
Shapiro Automotive Parts
209 S. Washington

Potosky
Northern Auto Parts Co.
476 W. Mitchell

Pontiac
Eastern State Supply Co.
182 So. Saginaw St.

River Rouge
Parts & Equipment Corp.
1028 W. Jefferson Ave. (18)

Scott St. Marie
Chubbogus Auto Supply Co.

Traverse City
Northern Auto Parts Co.
324 E. Front St.

Wyandotte
Parts & Equipment Corp.
204 Europa St.

MINNESOTA

Albert Lea
Motor Supply Inc.
112 S. Newton

Alexandria
Oman Supply Co., Inc.
616 Hawthorne St.

Brainerd
Brainerd Auto Parts Co.
307 Third St.

Duluth
Max Donald Motor Co.
129 Second Ave. N.

Fairmont
D. & M. Co.

Hibbing
Berno Equipment
29th & 1st Ave.

International Falls
Northern Parts & Equipment Co.
406 Third Ave.

Marshall
D. & M. Co.

MINNESOTA—Cont'd.

Minneapolis
Auto Gear Co.
1610 Harmon Place
The Automotive Supply Co.
122 Washington Ave., N.
Pascary Sales Co., Inc.
1124 Harmon Place
Harold Auto Supply Co.
314 East Lake St.
The Long Co.
127-129 E. Hennepin Ave.
Elmer N. Olson Tire Co.
801 S. 11th St.
Rite Fit Auto Supply
1220 Harmon Place
Souders Bros. Electric Co.
1811 Riverside Ave.

Owensboro
Motor Supply Inc.
Red Wing
McGuire's Battery Service Co.
228 Main St.

Rockford
Schmitt Auto Supply
629 1st Ave. S.W.

St. Paul
Paul Machine, Inc.
193 West 6th St.

South Center
Oman Supply Co., Inc.
323 Main St.

Waseca
Motor Supply Inc.

Willmar
Oman Supply Co., Inc.
377 Third St.

MISSISSIPPI

Batesville
Dunlap & Kyle Co.
Highway 31

Gulfport
Kramer Motor Co.
22nd Ave. & 15th St.

Indianola
W. W. Graham, Distributor

Iuka
W. W. Graham, Distributor

Jackson
Central Auto Parts Co.
227 S. Rock St.

Meridian
Moulds Serv. Station & Battery Co.
901-24th Ave.

Pasadena
Bolt Auto Parts
755 Telephone Rd.

Tupelo
Bryant Auto Parts

MISSOURI

Cape Girardeau
Kohn Auto Supply
525 N. Main St.

Charleston
Simpson Oil Co.
24 E. Commercial St.

Chillicothe
Motor Supply Co.
710 Locust St.

Ferguson
Moline Storage Battery Co.
120 Caruso Rd.

Jefferson City
City Tire & Battery Co.
1679 W. Main St.

Joplin
Joplin Auto Supply Co.
304 & Joplin

Kansas City
The Electric Storage Battery Co.
129 Belmont Blvd. (1-E)
S. B. & S. Company
2605 Warwick Trifway
Kearney City Auto Supply Co.
1818 McClellan St. (8)

Ladue
Ladue Brothers, Inc.
3736 Broadway

Kennett
Airline Oil Co.
P.O. Box 19

MISSOURI—Cont'd.

Maplewood
Gentle Motor Parts, Inc.
1569 Manchester Ave.

Maryville
Motor Parts & Equipment Co.
118 West 3rd

St. Charles
H. C. O'Neil & Co.
1147 Clay St.

St. Joseph
Motor Parts & Equipment Co.
1221 Frederick Ave.

St. Louis
Community Tire Co., Inc.
6150 Delmar Blvd. (12)
Ford Oil Co. of St. Louis
4478 Duncan Ave.
St. Louis Auto Parts Co.
3406 Gravois Ave. (18)
South Broadway Auto Parts Co.
2418 S. Broadway

Springfield
Thompson Sales Co.
P.O. Box 1413

MONTANA

Billings
Hines Motor Supply Co.
15 N. 21st St.

Bozeman
Montana Motor Supply Inc.
35 W. Main St.

Butte
Montana Motor Supply Inc.

Great Falls
Hines Motor Supply Co.

Hamilton
Minnesota Motor Parts
Hamilton Branch

Helena
Montana Motor Supply Inc.
430 N. Main St.

Kalispell
Kalispell Motor Supply Co.
27 Second St. East

Lawton
Hines Motor Supply Co.
119-121 W. Main St.

Libby
Kalispell Motor Supply Co.

Livingston
Montana Motor Supply Inc.
223 S. Main St.

Miss City
Hines Motor Supply Co.
605 Bridge St.

Minot
Minnesota Motor Supply Co.
128 W. Main St.

NEBRASKA

Beatrice
L. J. Mower Co.
116 North 7th

Chadron
Sibley-Chambers Co.
206 Chadron Ave.

Fairbury
L. J. Mower Co.
130-14 Fourth St.

Frederick
Braden Motor Supply
211 E. 4th St.

Grand Island
Red River Sales Co.
129 E. Third St.

Hastings
L. J. Mower Co.
207 N. Lexington St.

Heldreth
L. J. Mower Co.
125 East Ave.

Kearney
Kearney Auto Parts

Lincoln
L. J. Mower Co.
140 O St.

McCook
L. J. Mower Co.
118-12 W. Third St.

Nebraska
L. J. Mower Co.
118-12 W. Third St.

NEBRASKA—Cont'd.

Norfolk
O. L. Schur Co.
204 South 4th

Omaha
Auto Electric Service
2750 Vermont
Cordier Oil Co.
Bokme Bldg.
16th & Leavenworth (2)

Scottsbluff
Sibley-Chambers Co.

Valentine
Sibley-Chambers Co.

NEVADA

Reno
Reno Auto Supply Co.
301 S. Virginia St.

NEW HAMPSHIRE

Concord
Community Oil Co., Inc. Service & Maintenance
Baker Distributing Corp.
125-29 Elm St.
The Essex-Woodman Co.
Turner & Douglas Sts.

Durham
Durham Battery Shop
2 Overton St.

Portsmouth
Community Oil Company, Inc.
610 Independence Street

Rockingham
Community Oil Company, Inc.
14 Autumn Street

NEW JERSEY

Ashbury Park
All Auto Parts Co., Inc.
788-790 Main St.

Atlantic City
J. C. Miller Co.
2781 Arrie Ave.

Bridgeton
Monsieur Service Co.
21 E. Commerce St.

Camden
Jersey Supply Co.
334 Madison Ave.

Collingswood
Roper, Inc.
Commerce Blvd. at Madison Ave.

Elizabeth
King Brothers
State Highway No. 25

Hackensack
Carburetor & Ignition Supply Co.
Pascucci & First Sts.

Hammonton
J. C. Miller Co.
1205 St. at Bellevue Ave.

Morrisville
W. H. Dunn Co.
117 Springfield Ave.

New Brunswick
Randy Tire Supply, Inc.
64 Albany St.

Newark
Electric Battery Co.
375 Central Ave. (4)
National Oil & Supply Co., Inc.
172-180 Springfield Ave.

Newton
J. B. Hall
61 State St.

Orange
Richard G. Phillips, Inc.
18 Park St.

Paterson
Sibley-Chambers Co.

Pittsfield
Thiel Auto Parts, Inc.
125 E. Third St.

South Amboy
South Amboy Auto Parts Co.
121 N. Broadway

Trumbull
The Whelan Brothers
10 E. Front St.

List of Exide Wholesale Distributors (Continued)

NEW MEXICO

Albuquerque

Concepcion Oil Co.
2120 S. Second St., P. O. Box 865
Hill Auto Electric Service
415 W. Marquette Ave.
Motor Equipment Co.
109-120 E. Marquette St.

Clerks

General Parts & Equipment Co.
305 Pike St.

Gallup

Motor Equipment Co.
100 West Highway 66

Roswell

Ned Ravala Co.
Main at Walnut Sts.

Santa Fe

Ancient City Oil Corp.
1515 Cerrillos Rd.

Santa Rosa

Santa Rosa Automotive Parts
P. O. Box 54

Tucuman

Tucuman Automotive Parts
P. O. Box 746

NEW YORK

Albany

Perkins Auto Parts Co.
261 Central Ave. (6)

Auburn

Auburn Unit Parts
21 Dill St.

Binghamton

Auto Supply Distributing Co.
2 Hawley St.

Brooklyn

Benson Auto Electrical
& Car Service
666-18th Ave.

D & H

D & H Auto Parts
397 Empire Blvd.

A. Jungk

254 St. Marks Ave. (17)
K & G Auto Parts, Inc.
600 Bushwick Ave. (6)

Madison

Madison Magneto Co., Inc.
1142 Bedford Ave. (18)

Buffalo

Balco-Pedrick Parts Corp.
1454 Main St. (9)

Unit Parts Corp.

1319 Main St. (8)

Catskill

Pitcher Accessories, Inc.
48 Bridge St.

Corliss

Kellogg Auto Supply Co.
155 Main St.

Glens Falls

Air-Land Motor Parts, Inc.
25-25 Bay St.

Governor

John L. Skinner
263 W. Main St.

Hornell

Frank B. Puck Co.
7-11 Seneca

Hudson

Pitcher Accessories, Inc.
256 Columbia St.

Ithaca

Tiegs Auto Parts
434 W. State St.

Jamestown

J. S. Auto Supply Co.
1082 E. Second St.

Kingston

Shuttle Petroleum Products
P. O. Box 201

Long Island City

Max Finkelman, Inc.
30-20 Newtown Ave.

Raphaels Corp.

16-01 Northern Blvd.
Lawrence Stahl & Co., Inc.
19-17 43rd Rd.

Malone

Plattsburgh Motor Service, Inc.
21 Mill St.

Medford

Motor Auto Systems Service
11 Centre St.

New Hyde Park

C. Willis & Co.
Jericho Turnpike & Denton Ave.

NEW YORK—Cont'd

New Rochelle

County Motor Products, Inc.
144 Huguenot St.

New York

Brooklyn Ignition Co., Inc.
306 Tenth Ave.

The Electric Storage Battery Co.
201-3 W. 64th St. (23)

Los Alamitos Corporation

1416 Boston Rd. (56)

Newburgh

National Oil & Supply Co., Inc.
178 S. Robinson Ave.

Town Automotive Distributors, Inc.
242 Ann St.

Niagara Falls

Niagara Auto Supply
3105 Pine St.

Olean

Olean Unit Parts, Inc.
221-223 W. State St.

Oneonta

W. J. Capra
22-34 Broad St.

Oswego

Oswego Petroleum Co., Inc.
90 W. First St.

Poughkeepsie

George Waldbaum & Son
21 Warren Ave.

Plattsburgh

Plattsburgh Motor Service
41 Bridge St.

Port Jervis

N. E. Mulley Auto Parts
18 Fowler St.

Port Richmond

Chris Tire Stores
454 Richmond Ave. (2)

Poughkeepsie

Pitcher Accessories, Inc.
393 Mill St.

Queen City Oil Co.

239 Mill St.

Richmond Hill

Shore Battery & Equipment Corp.
85-20 Van Wyck Blvd.

Rochester

Hahn Tire & Accessory Co., Inc.
418 St. Paul St. (3)

Rockville Centre

Schmitt Service Center, Inc.
121 Sunrise Highway

Roslyn

Jordan Tire Co., Inc.
3 Bryant Ave.

Saratoga Lake

Plattsburgh Motor Service
Saratoga Lake Corp.
37 Woodruff St.

Standard Tire & Supply

120 Broadway

Schenectady

Dow F. Beckman
17 S. Church St. (3)

Syracuse

Niles Auto Supply, Inc.
766 W. Genesee St. (4)

Ticonderoga

Air-Land Motor Parts, Inc.
118 Montreal St.

Tombkinsville

D & M Motor Parts Co.
290 Bay St.

Troy

Clark D. Perry
2617 6th Ave.

Utica

Canill Auto Supply Co., Inc.
211-213 Elizabeth St. (2)

Watertown

Garland City Parts Corp.
400 Mill St.

Yonkers

John J. Lynch Automotive Supplies
81 Vineyard Ave. (12)

NORTH CAROLINA

Asheville

Brooks Automotive Supply, Inc.
62 Blumore Ave.

Charlotte

Carolina Auto Supply House
221 N. College St. (1)

Durham

Southern Parts & Electric, Inc.
302 Morgan St.

NORTH CAROLINA—Cont'd

Elizabeth City

Albemarle Auto Supply Co., Inc.
361-363 N. Water St.

Salem

Moore & Stewart, Inc.
121-127 E. Franklin St.

Goldboro

Standard Automotive Parts Co.
East Center St.

Greensboro

Motor Supply Co., Inc.
222 Commerce Place

Henderson

Standard Motor Parts Co.
423 S. Garnett St., P. O. Box 162

Hickory

The Flowers Co.
1121 Ninth Ave.

High Point

Collins Auto Supply Co., Inc.
152 S. Wren St.

Kinston

S. A. Parts Co.
127 W. Gordon St.

Lenoir

The Flowers Co.
1121 Ninth Ave.

Morgantown

The Flowers Co.
211 E. Union

New Bern

Craven Foundry & Machine Co.
206 Craven St.

Raleigh

Carolina Auto Parts Co., Inc.
420 South Salisbury St.

Reidsville

Standard Motor Parts Co.
Harrison & Seales

Shelby

Dickson Auto Supply, Inc.
116 W. Marion St.

Statesville

The Flowers Company
212 S. Meeting St.

Thomasville

Collins Auto Supply Co., Inc.
10 E. Winston St.

Wilmington

Jewell & Strickland Auto Parts Co.
5 North 3rd St.

NORTH DAKOTA

Bismarck

Hedahl Motor Supply
207 W. Main St.

Fargo

Burg Supply Co.
402 Northern Pacific Ave.

Grand Forks

Economy Wholesale Supply
124 S. 3rd St.

Jamestown

RCA Auto & Welding Supply
313 10th Ave., N.W.

Jamestown

Jamestown Motor Supply Co.
121 West First St.

Minot

Minot Parts & Service Co.
302 First Ave., S.W.

West

Westline Motor Co.
117-119 Central Ave., W.

OHIO

Akron

The Hardware & Supply Co.
475 S. High St.

Troy

Thresh Oil Co.
1220 Newton St.

Alliance

The Ohio Battery & Ignition Co.
225 Hester St.

Ashland

Met's Auto Supply
48 E. Main St.

Ashland

Battery Sales & Service
3102 Main St.

Bawling Green

Geo. Electric Co.
329 S. Main St.

Bryan

Local Motor Sales
418 N. Lyons St.

Cambridge

The Peoples Oil Co.
710 Woodland Ave.

OHIO—Cont'd

Canton

Benson Service Co.
409 Third St., S.W. (11)

Cedar

Cross Tire & Supply Co.
215 S. Main St.

Cincinnati

Auto Rad Supply Company
Central Parkway & Race St.

Bruckman-Gelber Parts Co.
6024 Montgomery Rd. (13)

Dorman Automotive Parts Co.
1695 Walnut St. (2)

Spruss Automotive Parts Co.
4122 Hamilton Ave.

Cleveland

The Electric Storage Battery Co.
Room 1012

Engineers Bldg. (14)
Broadway Petroleum Corp.
9100 Miles Ave.

Cleveland Ignition Co.
1301 Superior Ave. (14)

The Parker Refining Co.
545 E. 13rd St.

Parke-Turner Tire & Supply Co.
11011 Superior Ave.

The Steeds Rubber & Supply Co.
3401 Glenview Ave. (14)

The Sussan Rubber & Supply Co.
2017 E. 8th St. (3)

Tow-Tite Battery Service
5274 Broadway (4)

The Yale Auto Parts Co.
8819 St. Clair Ave. (8)

Columbus

Don S. Morris
1409 Grand View Ave. (12)

Dayton

Mays Oil & Supply Co.
315 Kirkham St.

Standard Parts Co.

28 Washington St.

Dover

Dover Auto Parts, Inc.
121 Wooster Ave.

East Liverpool

Hayes Oil Co.
Fifth & Broadway

Findlay

Allison Parts & Equipment Co.
211 N. Main St.

Frasersburg

Layman's Tire Service
1649 W. State St.

Freemont

The Fremont Oil Co.
1649 W. State St.

Griffin

Robert Hendrix
902 Main St.

Greenville

Cedar Point Auto Supply
B.R. 2, U. S. Route 34

Kenton

Dixie Auto Parts Co.
216 W. Columbus St.

Lakewood

Lakewood Tire & Ignition Co.
16213 Madison Ave. (7)

Lima

Goehart Automotive
211 S. Union St.

Lorain

Hagman Supply Co.
3550 Broadway

Massillon

Clark Distributing Co.
105 E. Fifth St.

Marietta

Met's Auto Supply
64 N. Walnut St.

Massillon

The Hardware & Supply Co.
5 Erie St.

Newark

Price & Sons Inc.
58 E. Monroe St.

Newport

Dorman Auto Parts Co.
3816 Montgomery Rd.

Palmsville

Nash Auto Service, Inc.
239 E. Jackson St.

Piquette

Mays Oil & Supply Co.
111 College St.

Salem

Norman Tire Service
116-134 W. State St.

Sandusky

Automotive & Marine Supply Co.
710 Hancock Ave.

List of Exide Wholesale Distributors (Concluded)

OHIO—Cont'd

Sidney
Dine Auto Parts Co.
N. Dixie Highway
Springfield
Springfield Tire & Battery Co.
236-3640 W. Main St.

Stoughtonville

Shuler's General Tire, Inc.
Cor. N. Fifth & North Sts.
Standard Welding & Spring Co.
244 N. Sixth St.

Super Tire Bldg

K. W. Monacorte

Tolado

Hankey Sales Co.
110-112 14th St. (2)

Huebner Supply Co.

30 Erie St.

Miller Oil, Inc.

1033 South Ave. (9)

Warren

Lang & Rodkey, Inc.
215 Niles Rd.

Pittler Automotive Supply, Inc.

522 E. Market St.

Wellington

Wellington Auto Parts, Inc.
119 Herrick Ave.

Youngstown

J. A. Barber & Son
11-19 E. Woodland Ave.

The Valley-Marsh-Woods Co.

1028 W. Wayne Ave.

Zanesville

Lauman's Tire Service
101 Main St.

Earl Miller Factory Distributor

251 Merrick Ave.

OKLAHOMA

Ada

Ada Auto Supply
216 E. Main

Altus

Bader Oil Co.
631 S. Main

Alva

Hackett Auto Supply
220 College

Ardenmore

Lyndon Lindsey
104 W. Main St.

Bartlesville

The Motor Equipment Co.
313-13 Osage

Chickasha

The Motor Equipment Co.
524 Chickasha

Elk

Chappell Oil Co.
250 West Main

P. O. Box 1469

Hackett Auto Supply
218 W. Randolph

Guthrie

T. S. Wood Supply Co.
114 N. Wena

Lawton

The Motor Equipment Co.
of Wichita, Kansas

Oklahoma City

Dryer Clark & Dryer Oil Co.
247 W. Noble

Ponca City

Muen Tire Co.
122 N. First St.

Tulsa

Tom P. McDermott, Inc.
1400 S. Boston

Woodward

Hackett Auto Supply
310 Main St.

The Motor Equipment Co.

517 E. Main

OREGON

Albany

Konstantin's
420 W. Second Ave.

Corvallis

Corvallis Auto Parts
112 N. Second St.

Eugene

Wyatt's
101 W. Broadway

Le Grande

Roy Ferguson Supply Co.
1414 Adam

OREGON—Cont'd

Medford

Sam Jennings Tire Co.
229 N. Riverside Ave.

Portland

Wiggins Company, Inc.
N. W. Park & Couch Sts.

PENNSYLVANIA

Allentown

See Incorporated
718 Allen St.

Philadelphia Wholesale

Distributors, Inc.
Penn & Green Sts.

Allentown

Lyons Battery & Electric Co.
2501 Union Ave.

Beaver Falls

Superior Auto Accessories Co.
1420 Seventh Ave.

Bradford

Cantrill-Johnson, Inc.
59 Hartman St.

Brownsville

Superior Auto Accessories Co.
101 Market St.

Butler

Superior Auto Accessories Co.
125 W. Wayne St.

Canonsburg

Canon Auto Parts Co.
1 S. Sellers St.

Carnegie

Tri-State Mfg. & Supply Co., Inc.
251 E. Main St.

Charlottesville

Superior Auto Accessories
328 McKean Ave.

Chester

Motor Car Service Co.
895 Sprout St.

Clairton

Kee Auto Parts Co.
104 St. Clair Ave.

Clearfield

Keller & Wolle, Distributors
C. H. Miller Hardware Co.

Colesburg

Motorcar Service Co.
719 E. Chestnut St.

Donora

Kee Auto Parts Co.
701 McKean Ave.

Dayton

Doylestown Auto Parts Co.
North Main St.

Ephrata

Earl R. Sandoe, Inc.
107 W. Main St.

Erie

G. J. Miller Auto Supply
1911 State St.

Everett

Service Electric Co.
Ridge Ave. & Main St.

Greensburg

Superior Auto Accessories Co.
14 E. Pittsburgh St.

Harrisburg

V. D. Leisure Co.
20th & Perry Sts.

Hastings

Samuel Oldenberg
19 W. Diamond Ave.

Huntingdon

C. W. Miller Hardware Co.
167 Washington St.

Jenkintown

F. C. Automotive Specialists, Inc.
167 Jericho Manor

Johnstown

Cambria Equipment Co.
17-27 Johns St.

Kingston

Paramount Oil & Supply Co.
Market & Wright Sts.

Lancaster

Herz Thompson Oil Co., Inc.
833 N. Prince St.

Jerome H. Rhoads

213 N. Prince St.

Sandoe Automotive, Inc.

Lincoln Highway East, RD 54

Lebanon

Krail Battery & Ignition Co.
5th & Cumberland Sts.

PENNSYLVANIA—Cont'd

Lock Haven

Economy Tire & Auto Parts Co.
16 W. Church St.

McKeesport

McKeesport Auto Parts Co.
209 Market St.

Meadville

Senberg Bros.
813-819 Park Ave.

Mount Carmel

Big Boys Auto Parts Co., Inc.
45 Oak St.

New Castle

Storage Battery & Electric
Service Co.
113 N. Mercer St.

New Oxford

Aero Oil Company, Inc.
Lincoln Way, East

Philadelphia

The Electric Storage Battery Co.
General Office:

42 S. 15th St. (2)

Philadelphia Branch Office:

47th St. & Indiana Ave. (32)

Philadelphia Service Station:

Rising Sun & Adams Ave. (20)

Berrodin Auto Supply Co.
713 N. Broad St. (23)

German Battery Service
419 Greene St. (4)

Lancaster Auto Supply Co.
126 Lancaster Ave. (31)

Motor Ignition Co.
126 Fairmont Ave.

Philadelphia Wholesale
Distributors, Inc.

Grand Ave. & 4th St. (31)

Supply-Biddle-Beltz Company, Inc.
5th & Bristol Sts. (3)

Tri-State Distributors
Lehigh Ave. & 12th St. (32)

Phoenixville

Phoenix Auto Parts
Nutt Road

Pittsburgh

Superior Auto Accessories Co.
1117-1121 Baum Blvd.

120 W. Ohio St.

Tri-State Mfg. & Supply Co., Inc.
34 Walsh Ave.

Pottstown

Nettle Auto Parts
410 Chestnut St.

Pottsville

Battery Service Co.
5th & Arch Sts.

Reading

Arlington Hoffer
1050 Buttonwood St.

St. Thomas

E. C. Barnes & Son
P. O. Box 195

Scranton

Charles B. Scott Co.
119-125 Franklin St.

Smethport

Smethport Auto Parts
N. Main St.

Somerset

Cambria Equipment Co.
277 E. Main St.

Stroudsburg

Pecora Distributing Co.
25 Main St.

Sunbury

Big Boys Auto Parts Co., Inc.
121-123 S. Second St.

Towanda

A. C. Smith
112 William St.

Uniontown

Superior Auto Accessories Co.
22 Dunbar St.

Warren

Parish Battery & Electric Service
6 Market St.

Washington

Superior Auto Accessories Co.
148 N. Main St.

Waynesburg

Saxon's Automotive Replacements
163 W. High St.

Williamsport

Clark & Hong Tire Sales, Inc.
505 Market St. (8)

Windber

Cambria Equipment Co.
1105 Graham Ave.

York

Lee Williams Auto Supply
88 N. Belmont St.

RHODE ISLAND

Newport

J. T. O'Connell, Inc.
85 Long Wharf

Pawtucket

W. R. Davis Co.
84 Montgomery St.

Providence

W. E. Davis Co.
143 Broad St. (7)

Woonsocket

W. E. Davis Co.
172 Front St.

SOUTH CAROLINA

Anderson

Moorehead Oil Co.
Sun Murphy Ave.

Charleston

Camron & Barkley Co.
60 Meeting St. (M) F. O. Box 906

Columbia

Care-McLaurin, Inc.
1233 Hampton St. (C)

Florence

Carolina Auto Supply House
129 N. Irby St.

Spartanburg

Lee Tire & Rubber Co. of
N. Y. Inc.

120 Bobo St.

SOUTH DAKOTA

Aberdeen

Arno Supply Co.
1017 S. Main

Huron

Automotive Supply Co.
509 N. Main St.

Mitchell

Automotive Supply Co.
509 N. Main St.

Rapid City

Varian Oil Co., Inc.
1414 N. Main St.

Sioux Falls

Sioux Falls Machine Works
214 N. Dakota Ave.

Watertown

Automotive Supply Co.
W. Kemp Ave.

TENNESSEE

Bristol

Southern Auto Supply Co. of Bristol
18 7th St.

Chattanooga

Bricker Oil Company
744 E. 11th St.

Dyersburg

J. M. Collins Auto Parts Co.
201 E. Court St.

Johnson City

Southern Auto Supply Co.
247 W. Market St. P. O. Box 206

Knoxville

Service Auto Parts Co., Inc.
Emory Park & Central Ave. (17)

McKenzie

Standard Auto Supply
Huntington Rd.

Memphis

Shelton General Tire Co.
246 Monroe Ave.

Nashville

Wholesale Supply Co., Inc.
110 Broadway (3)

Wilson Coile Tire & Battery Co.
1314 Church St. (3)

Paris

Motor Parts Co. of Tenn., Inc.
P. O. Box 142

Union City

Automotive Parts Service

TEXAS

Abilene

Barton's Automotive
921 S. Third St.

Amarillo

Auto Supply Co.
105 Polk St.

List of Exide Wholesale Distributors (Continued)

TEXAS—Cont'd

Abernethy

E. C. T. Auto Supply Co.
116 S. Prairieville St.

Addicks

O. C. Oile Distributing Co.
1206 W. 5th St. (21)

Beaumont

Garner Supply Co.
597 College St.

Borger

Motor Inn Auto Supply
800 N. Weatherly

Brownsville

Barrera's Supply Co.
1257 E. Levee St.

Burton Auto Supply
1001 S. E. Adams

Dallas

Log-Lab Equipment Co.
3916 Gaston Ave.

Greater Dallas Automotive
4150 McKinney Ave.

South Dallas Battery Service
1802 S. Erway (1)

El Paso

E. S. Wicher Co.
314-322 Mills St.

2703 N. Mesa
Virginia & Paisano

Fort Worth

Clarence Mathis Battery Service
N.W. 23th St. & Gould

Houston

Alap-Cooper Battery & Electric Co.
1709 Caroline St.

Miller's Battery Service
1205 Smith St.

Mounting Parts Co. of Houston
1420 Dallas Ave.

7242 Harrisburg Blvd.

Lamesa

Wholesale Battery & Electric Service
104 N. Dallas

Lubbock

Leveland Auto Supply
602 Houston St.

Livestock

Automotive Parts & Service Co.
P. O. Box 49

Lubbock

Burton's Automotive
1012-10th St.

P. O. Box 938
Rabun Battery & Electric

1816 Texas Ave.

Lufkin

Automotive Parts Depot
118 E. Shepherd St.

Marble

Hicks Auto Supply Box 151

Mission

Barrera's Supply Co.
400 Conway Blvd.

Macgregor

Corbett Spradley Auto Supply
Rt. No. 3, Lufkin Highway

Odessa

Burton's Automotive
111 N. Hancock

Orange

McGill Supply Co.
21 Front St. P. O. Box 178

Pampa

Motor Inn Auto Supply
416 W. Foster St.

Raymondville

Burton Auto Supply
N. 7th St. & N. Way

San Angelo

Walter E. DeShazo Co.
P. O. Box 942

San Antonio

Servantes Oil Co.
422 Ruiz St.

Station A, P. O. Box 4156

Waco

Equipment Sales & Supply Co.
927 Franklin St.

Westlake

Burton Auto Supply
Jrd & Kansas

Wharton

T. S. Clements Co. P. O. Box 669

Wichita Falls

Chip Smith Equipment Co.
14 Scott St.

Woodville

Automotive Parts & Service Co.

UTAH

Murray

Motor Mercantile Co.
4729 South State St.

Salt Lake City

Motor Mercantile Co.
124 S. W. Temple St.

34 W. 7th South St. (10)

VERMONT

Burlington

Hagar Hardware & Paint Co.
164 St. Paul St.

St. Johnsbury

Hagar Hardware & Paint Co.
13 Portland St.

VIRGINIA

Danville

Auto Heating & Parts Co.
109 Loyal St.

Emporia

Chesapeake Auto Supply Co.
of Emporia, Inc. North Main St.

Franklin

Chesapeake Auto Supply Co. Inc.
214 Atlantic St.

Harrisonburg

Bear Auto Parts Company
14 Liberty St.

Newport News

Chesapeake Auto Supply Co.
314 28th St.

Norfolk

Chesapeake Auto Supply Co. Inc.
200-210 W. 21st St.

Oaley

H. C. Watson

Portsmouth

Chesapeake Auto Supply Co.
821 High St.

Richmond

The Kline Co.
2725 W. Broad St. (20)

Roanoke

Engley Auto Supply Co. Inc.
339 Luck Ave. S. W.

Staunton

Simmons Parts Co.
119-123 S. Augusta St.

Suffolk

Chesapeake Auto Supply Co.
200 E. Washington St.

Winchester

Truck Suppliers, Inc.
25 W. German St.

WASHINGTON

Aberdeen

Caldwell Bearing & Parts Co.
303 W. Market St.

Anacortes

Shagt Auto Parts

Bellingham

Automotive Parts Service
1222 State St.

Ellensburg

Heinrich Auto Electric
403 N. Main St.

Mt. Vernon

Shagt Auto Parts
607 2nd Ave.

Richland

Auto Supply & Machine, Inc.
843 Stevens Drive

WASHINGTON—Cont'd

Seattle

Lohman & Clark
13741 Robell Way

Motor Car Supply Co.
1621 12th Ave.

Spokane

Bearing & Rim Supply Co.
1204 W. Second Ave.

True's Oil Co. &
717 N. Hamilton (11)

Tacoma

Reynolds-Hunt Tire Co.
314 Payallup Ave.

Mayberry Motor Parts, Inc.
1936 Market Street (2)

Walla Walla

Johnson Auto Electric Co.
35 S. Spokane Ave.

Wenatchee

Jennings Tire Service
318 S. Wenatchee Ave.

Yakima

Yakima Grinding Co.
120 S. Second St.

WEST VIRGINIA

Beckley

Auto Parts Service, Inc.
522 Ninth St.

Bluefield

Superior-Stirling Co.
200 Bluefield Ave.

Clarksburg

Southern Hardware Co.
12-14-16 McFarland St. (2)

Clarksburg

Clarksburg Tire Co.
431 W. Pike St.

East Raintree

Carter Parts Co.

Elkins

S & A Supply Co.
Center St. & Randolph Ave.

Franklin

Glover's Auto Supply Co.
Main St.

Huntington

Venerant Auto Supply
1122 Fourth Ave.

Parkersburg

Couch Tire Co.
614 Juliana St.

Princeton

Chambers Automotive Supply
102 S. Sixth St.

Summersville

Center Parts Co.

Weirton

Tr-Stag Mig. & Supply Co. Inc.
4000 Main St.

Welch

McDowell-Auto Parts, Inc.
156 Melbourn St.

Wheeling

Wheeling Auto Supply Co.
1-3 South St.

WISCONSIN

Appleton

Kramer Ridge Co.
110 N. Appleton St.

Ashland

Northland Auto Supply

Beloit

Kaden Motor Parts
416 Broad St.

Eau Claire

Automotive Distributing Co.
317 Bergson St.

Fond du Lac

Schroeder Machine & Supply Co.
13-15 W. Second St.

Green Bay

L. Schuster & Sons, Inc.
420 N. Jefferson St.

Janesville

Ridge-Janesville Co.
11 S. Bluff St.

La Crosse

Smith Goodspeed Service
213 Milwaukee St.

La Crosse

George Tire & Battery-Depot
218-220 S. Third St.

WISCONSIN—Cont'd

Madison

Holmes Tire & Supply
431 W. Main St. (3)

Ridge-Madison Co.
826 E. Washington St.

Manitowish

Ridge Motor Supply
Co. 10th & Jay Sts.

Town's Tire & Battery Service
727 Commercial St.

Marionette

Automotive Products Co.
2118 Hall Ave.

Milwaukee

Sevage Battery Service Co.
1118 N. Jefferson St. (2)

Monroe

Crandle Oil Co., Inc.
1705 16th Ave.

New London

Kramer Ridge Co.

Oconto

Automotive Products Co.
506 Main St.

Oshkosh

The Cook & Brown Line Co.
700 Marion St.

Racine

Pro Auto Parts, Inc.
934 Washington Ave.

Rice Lake

Oliver Chevrolet Co.
9-11 E. Eau Claire St.

Shaboygan

Auto Electric Co.
417 Indiana Ave.

Superior

Holmes Tire & Battery Service
1702 N. 13th St.

Tomah

Kennedy Auto Supply Co.
926 Superior

Wausau

Ridge Motor Parts, Inc.
237-239 W. Broadway

Wausau

Gray Camanche Oil Co.

Wausau

Jensen Supply Co.
417-419 Jackson St.

WYOMING

Casper

Wyoming Automotive Co.
120 W. Yellowstone Ave.

P. O. Box 1371

Cheyenne

Wyoming Automotive Co.
1732 Pioneer Ave.

Fossil

Wyoming Automotive Co.
10th & 1st Sts.

Rawlins

Wyoming Automotive Co.
412 W. Buffalo St.

Riverton

Wyoming Automotive Co.
602 4th St.

Rock Springs

Wyoming Automotive Co.
316 N. Main St.

Sheridan

Wyoming Automotive Co.
544 Big Horn Ave.

Torrington

Wyoming Automotive Co.

Warland

Wyoming Automotive Co.

ALASKA

Anchorage

Automotive Parts & Equipment Co.
P. O. Box 840

Fairbanks

Automotive Parts & Equipment Co.

TERRITORY OF HAWAII

Honolulu

The Schuman Carriage Co., Ltd.
P. O. Box 2420

3527 COMMISSION EXHIBIT NO. 315A-B.

4312 Florida Avenue
Newtown Square, Penna.

December 14, 1955

Mr. Dwight T. Colley
Vice President of Marketing
260 South Broad Street
Phila., Penna.

Dear Sir:

I have received your letter on "Lets talk about gas prices," and I am taking this opportunity to let you know that we have followed your letter to a "T" for the past two years.

The only time that we cheapened our product was back in 1953 when a Company supervisor and salesman told us to drop our price to meet Sunoco's drop. We made a mistake by doing so at that time, but to this day with three other Atlantic stations along with other competitors, we have kept our price where it belonged—at the top. They are all, at this time, selling below our price.

I have lived in this township for almost forty years, and all of my family was raised here. I am a service man, and I am asking no quarter. I have served in both the Army and Navy and in two wars. My sons and I took over the station from its very beginning in 1953 and have worked hard to build up a good community business, first with a product that we are proud of and a service that would be hard to beat.

On November 28, I was notified that my lease with the Atlantic would not be renewed as of December 31, 1955. When a fellow like myself is condemned and told I am on

the way out without a letter of explanation of what was wrong, it just doesn't seem fair. I wonder why a large Company is run by such "little" men, who call themselves salesmen and supervisors.

For the past eight months we have had to pump our gas with just one pump, because of a road construction which caused one of our pumps to be removed, and because of this construction we had only one entrance. When the going was tough with the one pump and with the road under construction we worked all the harder to keep our gas and oil sales up around 50,000 gallons a month, which you can see by the company records.

If I have slipped on certain small things as the supervisors told me was the reason for not getting my lease renewed, it was not done to hurt the Company policy or the service that goes with it.

Mr. Colley, selling today is a lot different than back a few years ago. The service man or salesman that 3528 knows where he is going and has good common sense, with his feet on the ground is important, for we to this day have not found a substitute that can replace him.

On my station, we have done more than just sell gas and oil and automobile service, we also have sold the Company that produced our product and this you can verify by a few of our business men and women whose names I am sending you.

I have a list of approximately 470 customers which I am personally sending each a letter stating the facts as I found them in dealing with company supervisors and salesmen.

The following is a list of doctors, brokers, and a lot of other prominent people in our community who are our customers that you can call on to verify the statements in this letter.

Along with my attorney we are asking for a hearing before the NCPR through William D. Snow, General Counselor at Washington, D. C.

Joseph T. Mullray, Atty.

John Gable, Township President & Warden

W. L. Butler, Vice President of Phila. & Western R. R.

Paul Harron, owner WHIP

Sen. Geo. W. Pepper

Gibson & McIlvian

Dr. John B. Carson

W. W. Battles

W. P. Battles

John B. Carter, Atty.

Victor C. Barry

Sincerely,

Francis J. Ballaron

FJB:hom

Atlantic

This Lease, entered into as of the 27th day of July, 1954, by and between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Lessor" and Norris A. Stein FEJ NS hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at Lancaster and Ford Avenues in Wilmington, County of New Castle, State of Delaware, more particularly described as follows:

Beginning at a point on the northerly side of Lancaster Ave., said point being distant 150 ft. Northwestwardly from the westerly side of Green Hill Ave.; thence extending along said Northerly side of Lancaster Ave. Northwestwardly 150 ft. to a point; thence extending between parallel lines (parallel to Green Hill Ave.) from Lancaster Ave. 100 ft. to the southerly side of an alley 3 ft. wide running from Green Hill Ave. to Ford Ave.

It is understood and agreed that for the first six months of the life of this lease, the rental will be one and one-half cents per gallon on each gallon of gasoline and motor fuel delivered to said premises with no minimum. FEJ NS

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2—The term of this lease shall begin on the 27th day of July, 1954, and end on the 26th day of July, 1955, subject however, in the event such term is longer than one year, to

termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay rental at the rate of one and one-half cents ($1\frac{1}{2}\text{¢}$) per gallon on each gallon of gasoline or motor fuel delivered to the leased premises during the continuance of this lease; provided, however that the minimum rental payable during each calendar month shall be Two Hundred Fifty Dollars (\$250.00), such minimum rental to be payable on a pro rata basis for any portion of a calendar month during which this lease is in effect; Rental shall become due at the time gasoline or motor fuel is delivered to the leased premises and shall be paid not later than twelve (12) hours thereafter. The minimum monthly rental, when applicable, shall be payable on or before the last day of each calendar month. Lessee shall maintain on a current basis accurate records of all gasoline or motor fuel delivered to the leased premises, and Lessor shall have the right to audit such records at all reasonable times to verify rentals payable hereunder.

5—Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cess-pool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or against the

leased premises by reason of the conduct of Lessee's business there. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable thereto as Lessor may establish from time to time.

3531 Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct

or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises and shall save harmless Lessor against all claims, legal proceedings, and damages for personal injury, loss of life, and property damage sustained in or about the leased premises, or upon the adjacent sidewalks and streets, arising during the continuance of this lease, as well as all costs, counsel fees, expenses and liabilities incurred in connection with such claims, the investigation thereof, or the defense of any proceeding brought thereon, and from any orders, judgments and decrees that may be entered therein. Lessee shall maintain, at Lessee's own cost and expense, such insurance as Lessor may deem necessary for Lessor's protection under the provisions of this paragraph.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations, hereunder, excepting those provisions wherein Lessor is already given an express right to ter-

minate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

15—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

16—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

17—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at First & Penn Avenues, West Reading, Penna. and to Lessee at the leased premises.

18—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company

By _____
Regional Manager of Marketing
Norris A. Stein

Witnesses:

Jean M. McAlanis

F. E. Jones

3096

Commission Exhibit No. 317C.

3533

COMMISSION EXHIBIT NO. 317C.

Atlantic

Atlantic Housekeeping Standards

Class II Locations

Paragraph 7 of the B-3191 lease of The Atlantic Refining Company provides as follows:

"Lessee shall keep said leased premises clean and sanitary and shall keep free from snow, ice and all obstructions the sidewalks thereof and shall remove promptly all refuse of any kind therefrom."

Atlantic's interpretation of the meaning of this condition, of your obligation under this Paragraph, and an explanation of how this Paragraph will be administered follow:

An authorized representative or representatives of The Atlantic Refining Company will conduct unannounced inspections at the Atlantic Service Station located at Lancaster and Ford Avenues, Wilmington, Delaware during the term of the lease. These inspections will be based on the Housekeeping Rating Form shown on the reverse side of this statement. An inspection rating of 65 or better is required to indicate compliance with Paragraph 7 of the lease.

Norris A. Stein, having executed the lease for the above identified Service Station, indicates by signing below that the purpose of the Housekeeping Rating Form and Atlantic's interpretation of Paragraph 7 of lease form B-3191 are understood.

F E Jones

Witness

Norris A. Stein

Signature

7/20/54

Date

3535 COMMISSION EXHIBIT NO. 317D.

Atlantic

Housekeeping Rating

Dealer's Name
 Address
 Town
 Rated by
 Salesman
 District Date

	Points	Rating
Driveway		
Driveway clean	4	.....
Islands clean and curbs painted	4	.....
Meter cases and faces clean	4	.....
Driveway display clean and orderly	4	.....
Water buckets filled	2	.....
Building		
Exterior clean	4	.....
Fence—Lawns and premises clean and orderly	2	.....
Rear of building—orderly—(rubbish in containers)	4	.....
Temporary advertising current and clean	2	.....
Salesroom		
Floor—walls and ceiling clean	4	.....
Windows and display clean and orderly	4	.....
General neatness	4	.....
Display on shelves or show cases clean and orderly	4	.....

Restroom—Ladies'

Floor — walls, windows, and ceiling
clean

4

Wash basin—toilet clean and in work-
ing order

4

All supplies in dispensers

4

Waste basket not too full

2

Light working

1

Restroom—Men's

Floor — walls, windows, and ceiling
clean

4

Wash basin—toilet clean and in work-
ing order

4

All supplies in dispensers

4

Waste basket not too full

2

Light working

1

Stockroom

Floor — walls, windows, and ceiling
clean

2

Stock clean and orderly

2

Boiler Room or Space Heater

Clean and orderly

2

Free of all fire hazards

2

Lubrication Room

Floor—walls and ceiling clean

4

Windows clean

4

Lift or pit and area clean

4

Equipment clean

4

Total 100

3537

COMMISSION EXHIBIT NO. 317E.

Atlantic

Atlantic Franchise Agreement

Effective Date July 27 1954

The Atlantic Refining Company, _____
a Pennsylvania corporation, hereinafter called "Atlantic",
and Norris A. Stein of Wilmington, Delaware; hereinafter
called "Dealer", lessee from Atlantic of a service station
located at Lancaster and Ford Avenues, Wilmington, Dela-
ware, under lease dated July 27, 1954, agrees as follows:

I. Atlantic shall sell and Dealer shall buy motor fuels
and automotive lubricants (hereinafter referred to as petro-
leum products) in such quantities during the term hereof
as Dealer may desire to buy and Atlantic may desire to
sell, from time to time, provided that Atlantic shall not be
obligated to make any delivery of petroleum products here-
under in quantities which do not conform to Atlantic's cus-
tomary practice at the time and place of delivery.

II. Delivery of petroleum products purchased here-
under shall be at the Service Station at the above address.
The prices Dealer shall pay Atlantic for petroleum prod-
ucts purchased hereunder shall be Atlantic's established
Dealer prices therefor in effect at the time and for the
place of delivery, together with all taxes which Atlantic
may be required to pay or collect in respect to the manu-
facture, sale, delivery or use of such products. Payment
shall be in cash at time of delivery.

III. Dealer shall sell all petroleum products purchased
hereunder under the trade marks and designations indi-
cated for such products by Atlantic. Dealer shall not
adulterate any petroleum products purchased hereunder

and shall not mix such products with any other product or grade of product.

IV. At all reasonable times Atlantic shall have the right to inspect any equipment used for storing or dispensing petroleum products purchased hereunder, and shall have the right to take samples and to test any petroleum products offered for sale by Dealer under the trade marks and designations indicated for such products by Atlantic.

V. Dealer shall have the right to avail himself of the following:

A. Such training in sales methods and procedures as Atlantic may provide from time to time.

B. The assistance of such trained personnel as Atlantic may make available from time to time to help Dealer in attractively displaying petroleum products and merchandise.

C. Such sales promotion programs as Atlantic may make available from time to time.

VI. The waiver by Atlantic or Dealer of a breach of a provision hereof shall not constitute a waiver by such party of any succeeding breach of the same provision, or any other provision.

VII. Dealer is an independent contractor in the performance of this agreement and accepts exclusive liability for the payment of all social security, unemployment compensation and other like taxes or payments, for himself and his employees. Except as expressly set forth in this agreement nothing herein contained shall be construed as granting Atlantic any right to control Dealer, or his employees, nor shall Atlantic at any time exercise such control.

VIII. This agreement cancels and supersedes all prior agreements between the parties with respect to the subject matter hereof. This agreement shall in no way affect any contract between the parties covering the purchase and sale

of equipment. This agreement shall not be assigned by Dealer without Atlantic's prior written consent.

IX. This agreement shall become effective on the date first appearing and shall continue in effect for a period of one year therefrom, and from year to year thereafter, provided that this agreement shall terminate automatically upon termination of the aforementioned lease to Dealer.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned above.

The Atlantic Refining Company

By Wm. H. Quay

Regional Manager of Marketing

F E Jones

Norris A. Stein

3539

COMMISSION EXHIBIT NO. 317F.

Atlantic

Agreement made this _____ day of _____ 1954, between The Atlantic Refining Company, _____, a Pennsylvania Corporation, hereinafter called Atlantic, and Norris A. Stein, Lancaster and Ford Avenues, Wilmington, Delaware hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at _____ barrels during the period between July 26, 1954, and July 25, 1955.

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term, this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any sub-

sequent term by either party giving to the other, at least thirty (30) days prior written notice, Except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement thereupon shall terminate without notice by either party.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Price Schedule." A copy of the current schedule is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices and discounts specified in the "Atlantic Automotive Lubricants Price Schedule." Prices referred to, or provided for in this Agreement, do not apply to purchases by Buyer at service stations.

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this Agreement are to be made at par.

• **Force Majeure:** Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution

which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This Agreement cannot be amended except by written instrument duly executed by both parties.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the original term set forth above, all former Agreements now in effect between the parties relating to the purchase and sale of Atlantic Automotive Lubricants.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By

Buyer Norris A. Stein
By (Illegible)

Atlantic

This Lease, entered into as of the 29th day of July, 1955, by and between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Lessor" and Norris A. Stein, hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at Lancaster and Ford Avenues in Wilmington, County of New Castle, State of Delaware, more particularly described as follows:

Beginning at a point on the northerly side of Lancaster Avenue, said point being distant 150 ft. Northwestwardly from the westerly side of Green Hill Ave.; thence extending along said Northerly side of Lancaster Ave. Northwestwardly 150 ft. to a point; thence extending between parallel lines (parallel to Green Hill Ave.) from Lancaster Ave. 100 ft. to the southerly side of an alley 3 ft. wide running from Green Hill Ave. to Ford Ave.

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2—The term of this lease shall begin on the 27th day of July, 1955, and end on the 31st day of July, 1956, subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay rental at the rate of one and one-half cents (1½¢) per gallon on each gallon of gasoline or motor fuel delivered to the leased premises during the continuance of this lease; provided, however, that the minimum rental payable during each calendar month shall be Two Hundred Dollars (\$200.00), such minimum rental to be payable on a pro rata basis for any portion of a calendar month during which this lease is in effect. Rental shall become due at the time gasoline or motor fuel is delivered to the leased premises and shall be paid not later than twelve (12) hours thereafter. The minimum monthly rental, when applicable, shall be payable on or before the last day of each calendar month. Lessee shall maintain on a current basis accurate records of all gasoline or motor fuel delivered to the leased premises, and Lessor shall have the right to audit such records at all reasonable times to verify rentals payable hereunder.

5—Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cess-pool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments,

and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable 3343 thereto as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on

the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowingly of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the

benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

16—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

17—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at First & Penn Avenues, West Reading, Pennsylvania and to Lessee at the leased premises.

19—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company

By M. E. Davis

Regional Manager of Marketing

Norris A. Stein

Witnesses:

K. Griffin

F. E. Jones

3110

Commission Exhibit No. 318A-B.

3545

COMMISSION EXHIBIT NO. 318A-B.

**The Atlantic Refining Company
Petroleum Products**

R. S. Zinn

**District Sales Manager
Wilmington, Del.**

**505 S. Market Street
Wilmington, Del.**

July 26, 1954

**Mr. Norris A. Stein
Lancaster and Ford Avenues
Wilmington, Delaware**

Dear Mr. Stein:

When you accept an Atlantic service station, you agree to undertake the lawful, diligent, and businesslike operation of a first-class service station. Let us emphasize to you that this is *your* business. We, of course, are interested in your success, and will advise and counsel with you, but we cannot do your thinking nor your work for you. Your success will depend on your own business judgment, skill, imagination, and initiative.

There are certain well-established standards which have proven by experience to be necessary for the businesslike operation of a first-class station. They are:

1. Housekeeping—Clean, sanitary premises, inside and out.
2. Use and Upkeep—Careful use and upkeep of building and equipment in safe, good operating condition.
3. Display—Neat, orderly arrangement of merchandise and advertising in a manner reasonably calculated to attract and solicit the attention of the motoring public.
4. Illumination—Safe and adequate to attract customers during night operations.

5. Personnel—Sufficient manpower to give prompt service and allocated to handle peak operating hours. Clean uniforms, courteous, trained to sell, adequate knowledge of services to be rendered.

3546 6. Hours of Operation—Uniform daily operating schedule based on buying habits of potential trade in the area.

7. Services—At least on a par with competition as to kinds of services rendered and efficiency of performance.

8. Adequate Inventory—Quality products and merchandise on hand to serve normal customer needs without delay.

9. Sales Promotion—Regular program for expanding sales, involving direct mail campaigns, personal solicitation, and advertising.

10. Prices—Competitive, quality and service considered.

11. Accounting—Maintenance on current basis of records adequate to reflect financial status and return from various phases of your business.

Every well-run Atlantic service station helps all dealers operating Atlantic service stations.

Cordially yours,

R. S. Zinn

District Sales Manager

RSZ:cma

cc: Mr. A. S. Rein, Reading

3112

Commission Exhibit No. 319.

3547

COMMISSION EXHIBIT NO. 319.

The Atlantic Refining Company
Incorporated—1870
Petroleum Products

M. G. Davis
Manager of Marketing
Eastern Pennsylvania Region

First and Penn Avenue
West Reading, Pa.

June 22, 1955

RM:MGD
No Forcing

To All Atlantic Dealers
Eastern Pa. Marketing Region

Gentlemen:

The Roosevelt Small Business Committee recently completed its nationwide investigation of Supplier-Dealer relations.

As we understand it, two main points concern the Committee, namely (1) Short-Term Dealer Leases; and (2) considerable doubt that Suppliers' home office policy of not forcing Dealers to buy certain items was actually being followed by the Suppliers' field organizations.

Over two years ago—voluntarily, without pressure of any kind, and months before any other Supplier in the Industry—your Company adopted a Long-Term Dealer Lease Policy. Substantial expenditures of money, time and effort have been made to assure that the policy was fully understood. The same course of action has been followed with respect to our long-standing policy of not forcing Dealers to buy certain items.

If any of our people at any time insist on your buying

any certain products or merchandise against what you feel is to your best interest; I want you to call the matter directly to my attention.

All Atlantic Dealer Programs are based on our sincere belief that they will make your sales and profits grow through better service to the motoring public. We in Atlantic think it is our duty to continue to recommend to you those services and products which experience and scientific research have proven best for you and your customers.

Atlantic Dealer Programs are instituted for Your benefit—Yours to accept or reject.

Yours very truly,
M. G. Davis

dsd

3548 COMMISSION EXHIBIT NO. 320A-C.

February 1, 1956

Dear Mr. Davis,

I have in my possession a letter with your signature, dated June 22, 1955 concerning "Forcing". I have assumed from the intonation of said letter, that you are the gentleman to whom I should aim this letter. It is indeed unfortunate that I cannot take the time to see you personally in Reading, but if we cannot come to some sort of basic agreement resulting from my letter, I shall be forced to come to see you. In prefacing my remarks, I want you to understand that I have given this letter ample consideration, and that it is free from conjecture and innuendos. I have five points to discuss, and I shall endeavor to treat them one at a time.

1. Forcing.

I believe that my relationship with my Atlantic representative is hazarded by the fact that I do not purchase all

my TBA items from the Firestone Store. One year ago, I was told by my salesman that "If you do not remain a Firestone Dealer, you will not remain an Atlantic. Since that time, of course, nothing has been said pertaining to this matter. My belief is, however, that my lease and my relationship remain in jeopardy because of this statement and attitude.

2. Rent.

When I was first contemplating becoming an Atlantic dealer, the salesman assured me in the presence of my wife in my home, that rental on my Station would always be subject to adjustment. For the first six months, I had no minimum. After that, my rent has varied from \$180 to \$250 per month minimum. At the present time, it has been affixed at \$200. Listed here are my sales, or rather my purchases.

1954		1955	
July	5540	Jan	11227
Aug	11815	Feb	11799
Sept	13415	Mar	11458
Oct	13537	Apr	12746
Nov	12917	May	13420
Dec	14993	June	12082
		July	14960
		Aug	13452
		Sept	12870
		Oct	11432
		Nov	11301
		Dec	14906

As you can readily see, in only seven of eighteen months of operation, I have exceeded a minimum of 13,333 gal. which would be \$200 per month. I have an extensive advertising program which includes "Welcome Wagon", direct mail, Yellow pages, personal calls, phone solicitation, etc. I have tried every method I can think of and some that Atlantic have thought of to increase my business. The only method left, which I refuse to do, is to extend personal credit. I have attempted many times to contact your Mr. Zinn in regard to this, but to this day, he refuses to answer my calls. I am going, of course, on the promise your salesman made to me before.

3550 3. Repairs.

My station, at the present time, is in a terrible state of repair. I realize that it is over fifteen years old, but that is no excuse from reality. As a small example, shortly after I moved in, the building was recaulked. During the operation, I pleaded with your Mr. Beech to come up and observe the unholy mess. Now, the exterior of the building is in such a state, that I could wash it down every morning and it still wouldn't look right. I have a fence around the property which was broken and unsightly for six months before it was finally fixed in a half-hearted way. It needs painting badly, but it doesn't get painted. I discussed the matter of the fence with your sales supervisor. He said that he would endeavor to have the fence torn down and replaced with a modern, metal fence. Nothing has been done. Previously, when it rained, water ran in two cracks in the rear of the building. After eighteen months of requests, complaints, etc., it was finally repaired. I have had a broken air tower for eighteen months: I am actually sick of asking to have it fixed. Your Mr. Conly came here one day several months ago and informed me that I could dress up the station without Atlantic's help, or get the hell out, so to speak. He assured me that he would see to it that I got some cooperation from the company in the way of repairs. Not wanting to get the hell out, I complied with his ultimatum. I am still waiting for said repairs. Believe it or not, I waited four weeks for Atlantic to replace a 10 cents part on my front door closer, just a few weeks ago. Six months ago, I agreed to take an active part in a "Park and Ride" plan, in cooperation with the local bus company. Last week I received a sign acknowledging my participation, and at this writing, the sign is still in my office, waiting to be installed outside. One of my tanks has a well around the fill pipe which fills up with water, which in turn seeps into the gasoline. This situation has remained

prevalent for sixteen months, without repair. There are many other instances, but the few I have outlined probably will give you an idea of what I am up against.

4. Lease.

It came to my attention from a reliable source that your salesman was trying to "peddle" my station at the last expiration of my lease. When I questioned him about this underhanded tactic, he did not even bother to deny it. His attitude was, "how do I know you won't leave? I always have to have a backlog of potential dealers." Unfortunately, his attitude toward me has always been in this vein. It seems that we made a friendly wager a little over a year ago. I won, he refused to pay, and our attitudes have cooled toward each other tremendously. For example, he hasn't taken an oil order from me in the last eight months. I have to phone them in. I didn't even know that you were selling anti-freeze this last year, since I was not approached to buy it. This situation is certainly not conducive to good dealer-company relations. There exists a gap or rupture of personalities which apparently will continue to clash.

3552 5. Change of Station.

When your Mr Julian White was sales supervisor, there existed a mutual respect between him and me. Speaking for myself, I had great admiration for Mr White. We are neighbors and we see each other frequently. I have taken the opportunity to seek his advice and guidance to good end results. He and I often discussed a change for the better concerning me. There were two stations in particular I was interested in. They are both much closer to my community than the station I presently operate. I am familiar with the people and have a lot in common with them. He and I agreed that it would be a good move for me if there ever was an opening in either one of them.

At 40th & Washington Sts., there have already been two changes, and at Marsh and Wilson Rds., there has been one change. My requests haven't only been unheeded, but they have been ignored. I feel that a change to one of these would have been advantageous to both Atlantic and myself. Since my calls are unanswered and my requests ignored, it seems that I have been put into a situation of stalemate. I will not deny that my prime interest is for myself. I do feel, however, that as I advance, so does Atlantic's interest become enhanced.

Please try to understand, Mr Davis, that I am not writing this letter solely to complain. I am trying to eject understanding and a sort of compassion from a large company toward a small individual. The small individual happens to be the most important person in the world to me. I have invested good money and valuable time into my business. I have tried to grow with my community in both stature and financial position. This is my only means of supporting my family. I am not attempting to 'count your money' and advise you to spend ten thousand dollars for improvements in this location. I am not trying to get everyone in the Wilmington office fired. I am merely trying to earn a living the best way I know. I honestly and sincerely believe if I fail in the service station business . . . it will be the fault of the Atlantic Refining Company more than my own. I believe that these differences can come to an amicable settlement, if you are desirous of obtaining and retaining good dealers to operate your stations. If you can possibly understand and appreciate my plight, I feel comforted that you will take the necessary steps to rectify the unpleasant state of affairs which exists. If you feel that it would be to our mutual interest to have a personal discussion, I shall be most happy to comply. I feel that you would not have attained such a position of importance with such an important company without a

3118

Commission Exhibit No. 320D.

knowledge of men and their thoughts. Please try to understand mine. This situation is a constant boil to me and my family, and any equitable solution which can be justified, will be deeply appreciated.

I shall take this opportunity to thank you in advance for your kind consideration of my letter.

Very truly yours,

Norris A Stein

3554

COMMISSION EXHIBIT NO. 320D.

The Atlantic Refining Company
Incorporated—1870
Petroleum Products

M. G. Davis
Manager of Marketing
Eastern Pennsylvania Region

First and Penn Avenue
West Reading, Pa.

February 2, 1956

Mr. Norris A. Stein
Lancaster & Ford Avenues
Wilmington, Delaware

Dear Sir:

I wish to acknowledge receipt of your letter of February 1. I have discussed this matter with Mr. Zinn and he will call on you promptly, with the members of his organization concerned, to attempt to resolve the problems you outlined to me.

I hope that in this way we can find an amicable solution to whatever difficulties might exist on both sides.

Very truly yours,

MGD:ls

M G Davis

3555,

COMMISSION EXHIBIT NO. 321

Law Offices

312 Odd Fellows Building
Wilmington, Delaware

107 North Broad Street
Middletown, Delaware

Howard M. Berg

Wilmington 8-6501

Middletown 4651

February 6, 1956

Mr. John Rule
c/o Atlantic Refining Company
Reading, Pennsylvania

Re: Norris Stein

Lancaster & Fordham Avenues, Wilm., Del.

Dear Mr. Rule:

I am writing this letter on behalf of Mr. Stein to clarify his position and the position of the Atlantic Refining Company in regard to rental payments for his Atlantic Service Station in Wilmington. I am advised by Mr. Stein that the company has repeatedly, despite his objections, deducted his rental payments for the service station from the moneys due him under Credit Card Sales. I don't believe that this is standard policy with the Atlantic Refining and at any rate it should not be.

Mr. Stein has objected to this type of deduction, and I have informed him that legally there is no basis for the Atlantic Refining Company to deduct his rental payments. The rental of his service station and the moneys which are

due him under Credit Card Sales are completely separate and different items. I have advised Mr. Stein that he could bring legal action against you to recover the sums of money due him as a result of the Credit Card Sales. By the same token, the Atlantic Refining Company could, of course, counterclaim or bring legal action against Mr. Stein for rental payments which were due them.

However, there is no legal basis for the sums of money to be deducted as they have done in the past. To the best of my knowledge, there is nothing contained in the contract between Atlantic Refining and Mr. Stein which would authorize the company to deduct these payments. Your deducting the rental payments from the moneys under Credit Card Sales due Mr. Stein have resulted in great inconvenience to him. You have created additional bookkeeping problems for him and his accountant and have caused him other inconveniences. Therefore, I am demanding on behalf of Mr. Stein that this practice be discontinued and that Mr. Stein hereafter receive all moneys which are due him for Credit Card Sales.

Upon your failure to comply with this demand, and in the event that any rental payments are again deducted from moneys due Mr. Stein, I shall bring appropriate legal action.

Very truly yours,

HMB:hlw

cc: Mr. Norris Stein

3556

COMMISSION EXHIBIT NO. 322.

February 9, 1956

A:EES

Re: Norris Stein
Lancaster & Fordham
Avenues
Wilmington, Delaware

Howard M. Berg, Esquire
312 Odd Fellows Building
Wilmington, Delaware

Dear Sir:

This letter is in reply to yours of February 6 addressed to Mr. John Rule, our Credit manager.

We agree to comply with your demand to refrain from deducting any sums of money due your client and applying it to delinquent rentals of merchandise account.

We wish to point out, however, that your client is in direct violation of Clause 4 of the dealer lease signed with our Company dated July 29, 1955 which specific sentence is quoted:

"The minimum monthly rental when applicable shall be payable on or before the last day of each calendar month."

To cite the specific violation, your client owed the Atlantic Refining Company \$28.52 delinquent rent for the month of October, 1955, and \$2.42 for the month of November. I am assuming that his bookkeeper advised him that this amount was owing, but your client failed to pay this amount and consequently on January 31 we applied like amounts from his credit card sales.

Please point out this violation to the dealer in order to avert further violations on rent delinquencies.

Cordially yours,

EES:dsd

E. E. Sickels

Atlantic

This Lease, entered into as of the 10 day of November, 1958, by and between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Lessor" and Thomas J. Sullivan, Jr. hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at 1600 Newport Pike, Newport Heights in Newport, County of New Castle, State of Delaware, more particularly described as follows:

Beginning at a pipe on the Southerly side of Wilmington-Christiana Turnpike 136.94 feet measured Southwestwardly from the intersection of said Turnpike and Larch Avenue; thence along said Turnpike Southwestwardly 125 feet to a pipe; thence along land of Greenhill Dairies, Inc. Southeastwardly 85.58 feet to a point; thence along other lands of Charles L. Murphy Northeastwardly 125.30 feet to a point; thence along other lands of Greenhill Dairies, Inc. Northwestwardly 84.79 feet to the place of beginning.

It is understood and agreed that for the first six months of the life of this lease, the rental will be one and one-half cents per gallon on each gallon of gasoline and motor fuel delivered to said leased premises, with no minimum.

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2.—The term of this lease shall begin on the 3 day of

November, 1953, and end on the 4 day of November, 1954, subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay rental at the rate of one and one-half cents (1- $\frac{1}{2}$ ¢) per gallon on each gallon of gasoline or motor fuel delivered to the leased premises during the continuance of this lease; provided, however, that the minimum rental payable during each calendar month shall be Two Hundred Ten Dollars (\$210.00), such minimum rental to be payable on a pro rata basis for any portion of a calendar month during which this lease is in effect and provided further, that the maximum rental payable for each complete calendar quarter during which this lease remains in effect and ending on the last days of March, June, September and December shall be respectively \$.....; \$.....; \$..... and \$.....: Rental shall become due at the time gasoline or motor fuel is delivered to the leased premises and shall be paid not later than twelve (12) hours thereafter. The minimum monthly rental, when applicable, shall be payable on or before the last day of each calendar month. Lessee shall maintain on a current basis accurate records of all gasoline or motor fuel de-

livered to the leased premises, and Lessor shall have the right to audit such records at all reasonable times to verify rentals payable hereunder.

5—Lessee shall pay, when due, all charges for telephone; water, gas, electricity, heating, sewage disposal and cesspool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable thereto 3558 as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the

leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee his agents or employees; or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises and shall save harmless Lessor against all claims, legal proceedings, and damages for personal injury, loss of life, and property damage sustained in or about the leased premises, or upon the adjacent sidewalks and streets, arising during the continuance of this lease, as well as all costs, counsel fees, expenses and liabilities incurred in connection with such claims, the investigation thereof, or the defense of any proceeding brought thereon, and from any orders, judgments and decrees that may be entered therein. Lessee shall maintain, at Lessee's own cost and expense, such insurance as Lessor may deem necessary for Lessor's protection under the provisions of this paragraph.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—A waiver of any breach hereunder shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

15—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

16—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

17—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at First & Penn Avenue, West Reading, Pennsylvania and to Lessee at the leased premises.

18—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

Thomas J. Sullivan, Jr.

Witnesses:

George W. Battorf,

F. E. Jones.

3128

Commission Exhibit No. 324A-B.

3559

COMMISSION EXHIBIT NO. 324A-B.

Atlantic

Atlantic Housekeeping Standards

Class II Locations

Paragraph 7 of the B-3191 of The Atlantic Refining Company provides as follows:

"Lessee shall keep said leased premises clean and sanitary and shall keep free from snow, ice and all obstructions the sidewalks thereof and shall remove promptly all refuse of any kind therefrom."

Atlantic's interpretation of the meaning of this condition, of your obligation under this Paragraph, and an explanation of how this Paragraph will be administered follow:

An authorized representative or representatives of The Atlantic Refining Company will conduct unannounced inspections at the Atlantic Service Station located at 1600 Newport Pike, Newport Heights, Newport, Delaware during the term of the lease. These inspections will be based on the Housekeeping Rating Form shown on the reverse side of this statement. An inspection rating of 65 or better is required to indicate compliance with Paragraph 7 of the lease.

Thomas J. Sullivan, Jr., having executed the lease for the above identified Service Station, indicates by signing below that the purpose of the Housekeeping Rating Form and Atlantic's interpretation of Paragraph 7 of lease form B-3191 are understood.

Thomas J. Sullivan, Jr.

G. E. Jones
Witness

November 10, 1953

3560

Atlantic Housekeeping Rating

Dealer's Name _____
 Address _____
 Town _____
 Rated by _____
 Salesman _____
 District _____ Date _____

Driveway

Points Rating

Driveway clean	4	_____
Islands clean and curbs painted	4	_____
Meter cases and faces clean	4	_____
Driveway display clean and orderly	4	_____
Water buckets filled	2	_____

Building

Exterior clean	4	_____
Fence—Lawns and premises clean and orderly	2	_____
Rear of building—orderly—(rubbish in containers)	4	_____
Temporary advertising current and clean	2	_____

Salesroom

Floor—walls and ceiling clean	4	_____
Windows and display clean and orderly	4	_____
General neatness	4	_____
Display on shelves or show cases clean and orderly	4	_____

Restroom—Ladies'

Floor—walls, windows, and ceiling clean	4	_____
Wash basin—toilet clean and in working order	4	_____

All supplies in dispensers	4	.....
Waste basket not too full	2	.....
Light working	1	.....
Restroom—Men's		
Floor—walls, windows, and ceiling clean	4	.....
Wash basin—toilet clean and in working order	4	.....
All supplies in dispensers	4	.....
Waste basket not too full	2	.....
Light working	1	.....
Stockroom		
Floor—walls, windows, and ceiling clean	2	.....
Stock clean and orderly	2	.....
Boiler Room or Space Heater		
Clean and orderly	2	.....
Free of all fire hazards	2	.....
Lubrication Room		
Floor—walls and ceiling clean	4	.....
Windows clean	4	.....
Lift or pit area clean	4	.....
Equipment clean	4	.....
Total	100	

3561

COMMISSION EXHIBIT NO. 325.

Atlantic

This Agreement, made this 16th day of November 1953 between The Atlantic Refining Company, hereinafter called Atlantic, and Thomas J. Sullivan, Jr. of Newport, County of New Castle, State of Delaware, hereinafter called Dealer.

Whereas, Atlantic has established a credit privilege which may be used by dealers permitting the assignment to Atlantic of accounts resulting from the sale of specified merchandise and services to customers whose credit has been approved by Atlantic, and

Whereas, Dealer desires to avail himself of said privilege.

Now, Therefore, This Agreement Witnesseth:

Atlantic will accept assignment of accounts which result from sales made by Dealer at Dealer's discretion on credit and will pay or credit Dealer the amount thereof, subject to the following terms and conditions:

1. Credit to be extended only for merchandise or service specified by Atlantic as coming under the credit privilege.

2. Customer to present to Dealer a valid Atlantic credit card or to be otherwise authorized in writing by Atlantic to receive credit. Customer to sign the delivery ticket.

3. Such credit sales to be made at prices set by Dealer and recorded on forms supplied by Atlantic.

4. Dealer to assign to Atlantic the accounts for such sales at such times and under such procedure as Atlantic may establish from time to time.

Dealer agrees to the terms and conditions hereof, and, as to any account assigned by Dealer to Atlantic, authorizes Atlantic to refuse payment or charge back to Dealer for any of the following reasons:

1. Sale of merchandise or service not specified by Atlantic for credit card sale.

2. Sale made to person not authorized by Atlantic to receive credit or to person whose credit has been suspended.

3. Sale not assigned to Atlantic promptly or in accordance with procedure established by Atlantic from time to time.

This Agreement shall continue so long as Dealer continues as a dealer of products of Atlantic unless terminated prior thereto by either party hereto giving to the other 48 hours' notice in writing of such intention to terminate.

The Atlantic Refining Company

By F. E. Jones

Thomas J. Sullivan, Jr. (Seal)

Thomas J. Sullivan, Jr. (Seal)

3562

COMMISSION EXHIBIT NO. 326.

Equipment and Apparatus

B-3191A 10/52

Inventory—Class 2 Station Number 361-459

Received in good condition from The Atlantic Refining Company, this 3rd day of November, 1953, the following equipment and apparatus to be used by the undersigned in the gasoline service station business being conducted at 1600 Newport Pike, Newport Heights, Newport, Delaware, under terms and conditions of a current lease for said premises.

- 1—Lift
- 1—550-gallon Tank
- 3—3,000-gallon Tanks
- 1—#36 Sign complete
- 3—Wayne Computing Pumps
- 2—Pumplights complete
- 1—Air Tower
- 1—Ceiling Reel
- 1—Floodlight Pole
- 2—Floodlights
- 1—Air Compressor
- 1—Electric Pump
- 1—550-gallon Tank

Supplement No.

Date of Original B-3191-A

Dealer-Lessee

Thomas J. Sullivan, Jr.

Thomas J. Sullivan, Jr.

B-3191A 10/52

Firestone

Associate Dealer Agreement

Agreement, between Firestone Dealer, Firestone Stores of 1008 West Street, Wilmington, Delaware and Firestone Associate Dealer, Thomas J. Sullivan, Jr. T/A of Sullivan's Atlantic, 1600 Newport Pike, Newport, Delaware, covering Firestone products.

Firestone Associate Dealer agrees to buy from Firestone Dealer such Firestone products as are mutually agreed upon from time to time and to vigorously merchandise them and to conspicuously display Firestone signs. Firestone Dealer agrees to sell such products to Firestone Associate Dealer in accordance with Firestone Dealer prices and policies, subject to change without notice.

Firestone Dealer may at his discretion decline to make deliveries, except for cash.

This agreement does not give Firestone Associate Dealer the right to represent Firestone Dealer as his agent, and may be terminated by either party upon notice to the other. This agreement may not be assigned or transferred. Upon termination, Firestone Dealer shall have the right to remove all Firestone identification, including all signs.

Evan V. Hensley
Firestone Dealer
Thomas J. Sullivan, Jr.
Firestone Associate Dealer

3135

COMMISSION EXHIBIT NO. 338.

DATE	INV. OR CM	DUE DATE	CHARGES	CREDITS	BALANCE
BALANCE FORWARD <i>CX-338</i>					
<i>1/21</i>	<i>41114</i>	<i>1/10/56</i>	<i>5324</i>	<i>- Paid 1/9/56. ckt</i>	
<i>27</i>	<i>41326</i>		<i>777 31</i>		<i>1780</i>
	<i>41498</i>	<i>1/2 - 2/10 - 4/10</i>	<i>3324</i>		
	<i>41481</i>		<i>64420</i>		<i>152999</i>
<div style="display: flex; justify-content: space-between;"> <div> <i>5324</i> <i>30</i> <i>10648</i> </div> <div> FEDERAL TRADE COMMISSION COMMISSION EXHIBIT NO. <i>338</i> ATTORNEY OF <i>Goodyear Atlantic</i> DATE <i>1/17/57</i> WITNESS <i>Goodyear</i> ACE REPORTING CO., Official Reporter BY <i>Yan</i> </div> </div>					

PURCHASES AFTER 24TH OF MONTH WILL APPEAR ON NEXT STATEMENT.

GOODYEAR SERVICE 3581



GOODYEAR SERVICE STORES

A DIVISION OF
THE GOODYEAR TIRE & RUBBER COMPANY, INC.

MT. ROYAL & OLIVER STS.
PH. SA 7-7711 BALTIMORE 17, MD.
TERR. NO. 0220

DATE 1-17-55

SOLD TO

Baltimore Battery Co
25th & Harford
Baltimore, Md

PHONE

CASH ☐ CHARGE ☒

DUE DATE 3-27-55

SALES CODE 1 2 2X
(CIRCLE)

Time Promised _____ Order No. _____ Salesman _____
License No. _____ Mileage _____ Make of Car _____ S 41326

BY	QUAN.	SIZE	ARTICLE	RT	UNIT PRICE	EXTENSION
✓	5	Y117	Batteries		16 30	81 50
-	5	A115			11 64	58 20
✓	15	G115			10 75	161 25
✓	5	AV17L			11 64	58 20
✓	10	G115L			10 75	107 50
✓	3	AV17E			13 97	41 91
-	25	G115			10 75	268 75

FEDERAL TRADE COMMISSION
NO. 239

SERVICE DEPARTMENTS	INSERT PROPER SUB AGCY. LISTED BELOW	TOTAL	XX	XX
100-	TAG NO. IN THE MATTER			
100-	WORK ORDER NO. DATE 1/11/55			
100-	WORK ORDER NO. BY [Signature]			
100-	WORK ORDER NO.			

041 - VULC. REPAIR 043 - ALIGN. 045 - LUB. 047 - TUNE UP 049 - SOL. 100
042 - BRAKE 044 - BALANCING 046 - BATTERY 048 - TV & MAJ. APPL. 050 - MISC.

AMOUNT SUBJECT TO SALES TAX	SALES TAX	TOTAL INVOICE
777 31		777 31

Above Merchandise
received in good order by

0-1188 (2-55) This is Your INVOICE. Please Do Not Destroy.

3608 COMMISSION EXHIBIT NO. 350A-B.

January 6, 1948

TBA SJH

Tire & Tube Sales

Mr. J. S. Parks
Room 1105

Dear Sir:

Some time ago I informed you that Mr. Supplee had requested a thorough exploration of tire propositions of various tire companies in order that the Sales Department would have an opportunity to determine whether or not there were more desirable programs than those that we are presently operating under. At the time, you suggested that the matter be deferred until the new year. Since this assignment is quite a considerable task, I should like to have it started at once and, if possible, completed before the end of February. I think we should invite all of the majors; i.e., Goodyear, Firestone, U. S. Goodrich, and General, to present their propositions on their name brands. In addition to that, I think we should also have propositions submitted, if possible, on certain of the desirable brands that are controlled by these majors, such as Kelly-Springfield, Fisk, Federal, Miller, and Hood.

We should also explore thoroughly the possibility of marketing our private brand and in this connection, should get proposals or refusals from the five majors, as well as from the Mansfield Tire & Rubber Company and the Lee Tire & Rubber Company. I do not believe that there are any other brands on which we would be interested in entertaining proposals.

I already have contacts with Mr. S. Gaylord of the Good-

year Tire & Rubber Company, Akron, Ohio; Mr. S. R. Milburn, U. S. Rubber Company, New York, New York; Mr. M. G. Huntington of the Allied Lines Division of the B. F. Goodrich Company, Akron, Ohio; Mr. G. W. Stephens, President of the Mansfield Tire & Rubber Company, Mansfield, Ohio; and Mr. J. Addison, Firestone Tire & Rubber Company, Akron, Ohio. Mr. Charleston already has Mr. Stephens' proposal on the United brand, as well as on a private brand. If you wish me to do so I can make the necessary arrangements through these contacts that 3610 I have, for definite appointments.

I am attaching hereto a list of the principal points that must be explored in each proposal and also a list of the pertinent facts regarding our operation that you will probably have to have for discussion with representatives of the various manufacturers.

Very truly yours,

Enc.

3612 COMMISSION EXHIBIT NO. 351 A-C.

June 22, 1948

TBA SJH

Tires

Mr. D. T. Colley
Room 1702

Dear Sir:

There are several broad choices that should be considered by an oil company that wishes to market a line of tires. These are:

1. Major brands—Otherwise known as the original equipment lines—represented by Goodyear, Firestone, United States, and Goodrich.

A. The manufacturers in this group with the exception of Firestone also offer allied brands. Goodyear^{year} ~~rich~~ has Kelly-Springfield. United States has Fisk, Federal, Gillette, G & J, and others. Goodrich Hood, Miller, Brunswick, and Diamond. Some of these brands have been offered to all companies for their exclusive use during a contract period.

2. Minor brands—These include General, Seiberling, Lee, Mansfield, Dunlop, Cooper, Pharis, Dayton, Armstrong, and a number of other lines that are not nearly so well known.

A. Some of these manufacturers also have allied brands. For example: Mansfield Tire & Rubber Company manufacture, in addition to the Mansfield tire, Century, Richland, and United. The allied lines of this group of manufacturers have in some cases been offered to oil companies on an exclusive basis.

3. Private brands—a name that is owned by the oil company or other mass marketer and used on a product that is made for the company by some tire manufacturer.

Following is a listing of some of the major oil companies and an indication of the type of tire marketing that they are employing:

PRIVATE BRAND		MINOR & ALLIED BRANDS		MAJOR BRAND	
Oil Company	Brand	Oil Company	Brand	Oil Company	Brand
Standard Oil (Ohio)	Atlas	Phillips Petrol.	Lee	Shell Oil (E. Coast)	Firestone & Goodyear
Standard Oil (N.J. & Subsidaries)	Atlas	Atlantic Ref. Signal Oil	Lee	Texas Co.	Firestone & Goodyear
Standard Oil (Ind.)	Atlas	Sun Oil	Kelly-Springfield	Mid-Continent	Goodrich
Standard Oil (Cal.)	Atlas		India (General)	Union Oil Co.	Firestone
Standard Oil (Kty.)	Atlas	•Shell Oil (West Coast)	Federal (US)	Sinclair	Firestone
Soco-Vacuum	Mobil	•Tide-Water Associated Oil			Goodyear
Cities Service	Acme				
Gulf Oil Corp.	Gulf				
Pure Oil Co.	Yale				
American Oil Co.	Amoco				

*Companies have exclusive use of allied brands.

3613

Acceptance

The big four have far more public acceptance by virtue of their original equipment policy, national advertising programs and their dominant position in the industry than any of the other brands. Majors, including their production of allied and private brands, supply approximately eighty per cent of the replacement passenger tires. Among the well-known allied brands are Kelly-Springfield, Fisk, Miller, and Hood. The outstanding minor brands are General, Seiberling, and Lee. The better established private brands include All-State, Riverside, Atlas, and Yale. Atlas is an oil company brand that has been on the market for twenty years. During this time, it has been nationally advertised and nationally distributed. Yale originated by an old New England Tire Company and subsequently pushed by General as an allied line, was finally purchased by Pure Oil Company after a period of exclusive marketing.

Completeness of Line

Only the major brands offer a complete line. Even their allied lines are not complete in the strictest sense of the word. Under the "Cons" of the Lee analysis is shown the number of sizes and types not available in their line, which gives a picture of the significance of a complete program. As is indicated, it would require unreasonable inventories to obtain 100% coverage with a considerable portion of this inventory provided for only a relatively small percentage of the total national tire business.

Availability

All of the majors were invited to submit proposals to The Atlantic Refining Company. Only one has been advanced on a house brand and that by the Firestone Tire

& Rubber Company. They are aggressively soliciting our business. All of the majors were also invited to submit proposals on their allied brands. The B. F. Goodrich Company is the only company that presented such a proposal and this was restricted to one brand; namely, Diamond.

We did not canvass all of the minor brand manufacturers for the obvious reason that the majority of them afforded us no improvement over our present supply arrangements. We did contact General but they indicated that they would prefer to see us complete negotiations with The Mansfield Tire & Rubber Company, in which company General holds a substantial interest. Seiberling was not approached because of their publicly proclaimed policy to do business only with the independent dealer. A proposition was submitted by the Cooper Tire & Rubber Company.

All manufacturers that were contacted, including our present suppliers, were invited to submit private brand proposals. Only one manufacturer; i.e., the Mansfield Tire & Rubber Company, was interested.

Attached to this presentation is a price comparison of passenger and truck tires which shows Atlantic's profit margins with the resale schedules that could be used for each of the several companies that have submitted proposals. This includes a price comparison using our present Lee price structure as the one hundred per cent base.

3614 The "Pros" and "Cons" of our opportunities in doing business with each of these manufacturers are also included. Cooper's proposition is not submitted in this presentation as it has no apparent advantages for Atlantic which are not better handled by the other companies.

This presentation and Atlantic's benefits with the sev-

eral companies has been discussed at length with the members of the T. B. A. Products Committee. It was their unanimous opinion that Lee appeared to be the best choice for our company. To their approval, I would like to add my own since it is also my opinion after careful analysis that the Lee franchise is the best available at the present time for Atlantic.

Very truly yours,

Enc.

3144

Commission Exhibit No. 351D.

3615

COMMISSION EXHIBIT NO. 351D.

June 14, 1948

Passenger Tires
6.00 x 16 (100 Level)

Exclusive of Tax

Net Dealer		
Atlantic-Lee	(List less 25-24)	Dealer can make up to 26.8% profit on Retail Sales
Atlantic-United	(List less 25-5)	Dealer can make up to 28.8% profit on Retail Sales
Diamond	(List less 25-24)	Dealer can make up to 26.8% profit on Retail Sales
Firestone	(List less 25-24)	Dealer can make up to 26.8% profit on Retail Sales
Volume Dealer		
Atlantic-Lee	(List less 25-24-5)	Dealer can make up to 30.6% profit on Retail Sales
Atlantic-United	(List less 25-5 -5)	Dealer can make up to 32.3% profit on Retail Sales
Diamond	(List less 25-6)	Dealer can make up to 29.5% profit on Retail Sales
Firestone	(List less 25-6)	Dealer can make up to 29.5% profit on Retail Sales
Wholesale Dealer		
Atlantic-Lee	(List less 25-24-10)	Dealer can make up to 34.2% profit on Retail Sales
Atlantic-United	(List less 25-25-10)	Dealer can make up to 35.8% profit on Retail Sales
Diamond	(List less 25-9)	Dealer can make up to 31.7% profit on Retail Sales
Firestone	(List less 25-9)	Dealer can make up to 31.7% profit on Retail Sales
Distributor		
Atlantic-Lee	(List less 25-24-15)	Distributor can make either 5-10-15% on Sales to above three types of dealers and upto 37.8% on Retail Sales
Atlantic-United	(List less 25-5 -15)	Distributor can make either 5-10-15% on Sales to above three types of dealers and up to 39.4% on Retail Sales
Diamond	(List less 25-11)	Distributor can make either 4.1, 7.2, 10.4% on Sales to 9% Dealer, 6% Dealer and Dealer and up to 33.2% on Retail Sales
Firestone	(List less 25-11)	Distributor can make either 4.1, 7.2, 10.4% on Sales to 9% Dealer, 6% Dealer and Dealer and up to 33.2% on Retail Sales
Distributor—C/L		
Atlantic-Lee	(2% additional)	Distributor can make either 6.9, 11.8, 16.8% on Sales to above three types of dealers and up to 38.5% on Retail Sales
Atlantic-United	(2% additional)	Distributor can make either 6.9, 11.8, 16.8% on Sales to above three types of dealers and up to 40.6% on Retail Sales
Diamond	(Associate Dealer & enjoying 34% Volume Bonus)	Distributor can make either 7.5, 10.5, 13.6% on Sales to above three types of dealers and up to 36.9% on Retail Sales
Firestone	(Associate Dealer & enjoying 34% Volume Bonus)	Distributor can make either 7.5, 10.5, 13.6% on Sales to above three types of dealers and up to 36.9% on Retail Sales

3616

COMMISSION EXHIBIT NO. 351E.

June 14, 1948

Truck Tires

8.25 x 20—10 Ply

Exclusive of Tax

Net Dealer		
Atlantic-Lee	(List less 20-5)	Dealer can make up to 24.0% profit on Retail Sales
Atlantic-United	(List less 20-5-5)	Dealer can make up to 27.8% profit on Retail Sales
Diamond	(List less 20-5)	Dealer can make up to 24.0% profit on Retail Sales
Firestone	(List less 20-5)	Dealer can make up to 24.0% profit on Retail Sales
Volume Dealer		
Atlantic-Lee	(List less 20-5-5)	Dealer can make up to 27.8% profit on Retail Sales
Atlantic-United	(List less 20-5-5-5)	Dealer can make up to 31.4% profit on Retail Sales
Diamond	(List less 20-6-2)	Dealer can make up to 26.4% profit on Retail Sales
Firestone	(List less 20-6-2)	Dealer can make up to 26.4% profit on Retail Sales
Wholesale Dealer		
Atlantic-Lee	(List less 20-5-10)	Dealer can make up to 31.7% profit on Retail Sales
Atlantic-United	(List less 20-5-5-10)	Dealer can make up to 35.0% profit on Retail Sales
Diamond	(List less 20-9-3)	Dealer can make up to 30.6% profit on Retail Sales
Includes Associate Dealer Commission		
Firestone	(List less 20-9-3)	Dealer can make up to 30.6% profit on Retail Sales
Includes Associate Dealer Commission		
Distributor—Truck Tire		
Atlantic-Lee	(List less 20-5-15)	Distributor can make either 5-10-15% on Sales to above three types of dealers and up to 35.4% on Retail Sales
Atlantic-United	(List less 20-5-5-15)	Distributor can make either 5-10-15% on Sales to above three types of dealers and up to 38.7% on Retail Sales
Diamond	(List less 20-11-5)	Distributor can make either 7.2, 12.5, 15.2% on Sales to above three types of dealers and up to 34.2% on Retail Sales
Includes Associate Dealer Commission		
Firestone	(List less 20-11-5)	Distributor can make either 7.2, 12.5, 15.2% on Sales to above three types of dealers and up to 34.2% on Retail Sales
Includes Associate Dealer Commission		
Distributor—C/L		
Atlantic-Lee	(List less 20-5-15-2)	Distributor can make either 6.9, 11.8, 16.8% on Sales to above three types of dealers and up to 36.7% on Retail Sales
Atlantic-United	(List less 20-5-5-15-2)	Distributor can make either 6.9, 11.8, 16.8% on Sales to above three types of dealers and up to 39.8% on Retail Sales
Diamond	(List less 20-11-5)	Distributor can make either 9.6, 14.8, 17.5% on Sales to above three types of dealers and up to 37.2% on Retail Sales
Includes 3½% Volume Bonus & Associate Dealer Commission		
Firestone	(List less 20-11-5)	Distributor can make either 9.6, 14.8, 17.5% on Sales to above three types of dealers and up to 37.2% on Retail Sales
Includes 3½% Volume Bonus & Associate Dealer Commission		

3146

Commission Exhibit No. 351F.

3617

COMMISSION EXHIBIT NO. 351F.

June 14, 1948

Comparison Company Tire Costs

(Using Lee as 100 level)

Lee Cost

Pass. (100%)

Truck (100%)

includes consignment, advertising assistance, training, adjustment allowance, cash discount allowance and prepaid shipments.

United Cost

Pass. (101.0%)

Truck (96.5%)

We have added 5.2% for average freight charge plus $1\frac{1}{2}\%$ the estimated value of consignment, plus 1% for equivalent advertising assistance.

Diamond Cost

Pass. (99.4%)

Truck (97.2%)

We have deducted 1% for C/L shipments (2% is allowance but only about 50% of our deliveries would be C/L).

The following have also been deducted from Atlantic Confidential Cost:

2% Adjustment Allowance

1% Advertising Allowance

$\frac{1}{2}$ of 1% Anticipation Allowance

2% Cash Discount

We have added $1\frac{1}{2}\%$ which is the estimated value of consignment.

3618

COMMISSION EXHIBIT NO. 351G.

June 14, 1948



Passenger Tires
6.00 x'16 (100 Level)
Exclusive of Tax

Regular (Net) Dealer

Atlantic makes 30.0% on sales of Lee tires.

Atlantic makes 26.7% on sales of United tires.

(29.0% on sales of Diamond tires (\$250. order).

(27.2% on sales of Diamond tires (\$500. order).

Atlantic would make 10.0% on sales of Firestone tires.

Volume Dealer

Atlantic makes 26.2% on sales of Lee tires.

Atlantic makes 22.8% on sales of United tires.

Atlantic would make 26.4% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

Wholesale Dealer

Atlantic makes 22.2% on sales of Lee tires.

Atlantic makes 18.5% on sales of United tires.

Atlantic would make 23.9% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

Distributor (Maximum)

Atlantic makes 16.7% on sales of Lee tires. (Note)

Atlantic makes 12.1% on sales of United tires.

Atlantic would make 17.6% on sales of Diamond tires.

Atlantic would make 7.5% on sales of Firestone tires.

Note: On sales to Authorized Petroleum Distributors Atlantic enjoys an additional 5% of Wholesale Dealer's price.

3148

Commission Exhibit No. 351H.

3619

COMMISSION EXHIBIT NO. 351H.

June 14, 1948

**Truck Tires
8.25 x 20—10 Ply
Exclusive of Tax**

Regular (Net) Dealer

Atlantic makes 27.6% on sales of Lee tires.

Atlantic makes 26.6% on sales of United tires.

Atlantic would make

(31.5% on sales of Diamond tires (\$250. order).

(29.8% on sales of Diamond tires (\$500. order).

Atlantic would make 10.0% on sales of Firestone tires.

Volume Dealer

Atlantic makes 24.0% on sales of Lee tires.

Atlantic makes 22.8% on sales of United tires.

Atlantic would make 29.0% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

Wholesale Dealer

Atlantic makes 19.6% on sales of Lee tires.

Atlantic makes 18.5% on sales of United tires.

Atlantic would make 24.3% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

Distributor (Maximum)

Atlantic makes 13.2% on sales of Lee tires. (See Note)

Atlantic makes 12.0% on sales of United tires.

Atlantic would make 14.9% on sales of Diamond tires.

Atlantic would make 7.5% on sales of Firestone tires.

Note: On sales to Authorized Petroleum Distributors Atlantic enjoys an additional 5% of Wholesale Dealer's price.

3620

COMMISSION EXHIBIT NO. 351I.

Lee

PRO

CON

1. Presently established and accepted by dealer and consumer.
2. Good purchase costs.
3. Profitable selling structure.
4. Competitive quality.
5. Adjustment allowance to assist in handling "Road Hazard" guarantee.
6. Limited competition with some control from other Lee channels.
7. Local company, giving quick handling on most problems.
8. Fourteen years of business relationship.
9. Assurance of continuing present total volume at a rate dependent upon our own Salesmanship.
10. No inventory investment.
11. Unusually good public acceptance in E. Pa. and Phila.
12. Eliminate investment in present company-owned inventory. C.O.D. estimate is \$470,000.

1. Limited line—missing sizes and designs represent approx. 4% of National output in units but probably 10 to 15% in dollar volume. (Diamond estimates Tractor Tires dollar potential in our area as 20% of Truck.) Full line would include about 35 additional on and off highway truck tires and tube and 150 tractor and implement tire and tube sizes.
2. Branch competition and friction in certain areas. This may be reduced as a plan is being developed to give the branches some credit for our business.
3. Minimum sales promotion assistance. A new Sales Promotion dept. at Lee may improve this situation.
4. Minimum field assistance.
5. Not as progressive a company as some competing manufacturers.
6. Smaller company with limited manufacturing facilities, affecting their promptness in shipping certain size and design tires.
7. Reluctance to admit defects in workmanship and material has created field problems.
8. Not allowed by contract to cover the full Atlantic Marketing territory. Ohio is not included. This matter is under further consideration now.

United

PRO

1. Presently established and in inventory throughout most of our territory.
2. Purchase price on a cost plus basis without authorization of mold cost.
3. Excellent product performance record.
4. Exclusive distribution in our territory.
5. Moderate amount of consumer acceptance already established.
6. Some obligation by Atlantic because of this company's assistance during the tire shortage.
7. Maximum control of profit margins and resale prices.
8. Full benefit of advertising and sales promotion expenditures.
9. Assistance in training costs.
10. Continuation of present road hazard guarantee.
11. Less expense to company to establish in place of Lee than other preferred lines.

CON

1. Limited line. Approximately equal to Lee although we are told tractor tires will be added to their program.
2. No assistance in advertising or promotional expense. Estimated necessary expenditure: approximately 5% of sales value.
3. Loss in sales volume if it were the sole tire marketed by Atlantic estimated at 20% the first year.
4. The probability of needing five more years to establish the brand with dealers and consumers before volume equaled the present total sales level.
5. Inventory investment — estimated: \$1,000,000.
6. Lowered profits due to increased merchandising expenditure.
7. Assumption of all adjustment costs or approximately 2 1/2% of the sales value.
8. Considerably less public acceptance than Lee after 3 years sale by our company.

3622

COMMISSION EXHIBIT NO. 351K-L.

Private Brand

PRO

1. Purchase on cost plus basis should give the lowest cost price over a long period.
2. Maximum control of profit margins and resale prices.
3. Full merchandising flexibility.
4. Complete control of adjustment policies.
5. Full benefit of advertising and sales promotion expenditures.
6. Sole source for inventory replacement.
7. Increased company prestige as private brand is a current trend among Oil Companies.
8. Ability to change supplier without disturbing Marketing program.
9. Possible increased salesmen's interest and activity because of company label.

CON

1. Mold costs estimated 11/26/47 at \$63,000—includes 70 Passenger molds covering 9 sizes and 20 Truck molds covering 17 sizes. Not included are white walls, second line, cushion types or special purpose truck.
2. Present passenger tire prices on cost plus basis—not as favorable as maximum distributor deals.
3. All advertising and promotion costs at company expense—estimated at 5% of sales value.
4. Continuous and intensive publicity required before Atlantic and private brand are associated in the consumer's mind.
5. Lowered profits due to increased merchandising expenditures.
6. Limited line of sizes and styles. Would not be as complete as present Lee line.
7. Direct reflection on the company with consumer product dissatisfaction.
8. Assumption of all adjustment costs or approx. 24% of sales value.
9. No field assistance by manufacturer.
10. All training costs at company expense. Estimated present cost to suppliers is \$7500 per year.
11. Lower volume for period necessary to build dealer and consumer acceptance—estimated at 15% below present volume in first year.
12. Inventory investment — estimated at \$1,000,000.
13. Reduced truck tire volume even after establishing brand name. It is estimated that this would be at least a 25% reduction from our present level.
14. Deviation from established policy of marketing only manufacturers' branded products.

3623

3152

Commission Exhibit No. 352.

3624

COMMISSION EXHIBIT NO. 352.

May 17, 1950

EP :GAF

Firestone Anti-Freeze

Mr. R. S. Zinn
Wilmington, Del.

We recently mailed you Firestone T. B. A. Bulletin F-2 dated May 3, 1950, in which was outlined the Firestone anti-freeze program.

Please be sure that your organization understands that we are not obligated to sell Firestone anti-freeze in the Wilmington District, and have reserved the right to continue to sell Prestone—Trek—Thermo on the same basis that we do in our other districts.

You should therefore review the commitments that you have on requisition for your 1950-51 requirements and make sure that all your salesmen direct their efforts toward selling the Prestone—Trek—Thermo program.

We are not sure that you have all the price information you need regarding this program. If you will kindly check into the matter and advise us, we will be very happy to furnish any information you need in this respect.

G. A. Fearn.

GAF:PH

cc: Mr. S. J. Heideman, Philadelphia, Pa.

3625 COMMISSION EXHIBIT NO. 353A-B.

The Firestone Tire & Rubber Company
Harvey S. Firestone
Founder

General Offices
Akron 17, Ohio

Akron 17, Ohio
October 30, 1950

Mr. S. J. Heideman
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Heideman:

This will acknowledge your letter of October 24 regarding the sales figures reported by us for your Wilmington and Erie Districts for September in which you asked for my comments regarding the situation in the Erie District as compared with Wilmington, and any recommendations which we cared to make in order to affect an improvement in that area.

Immediately following my return from our Philadelphia meeting, we started to analyze our performance record particularly in the sale of batteries and home and auto supplies in the Erie District, as we too are concerned about the trend which developed in September in that area. We made a detailed study of the individual sales made to each and every Atlantic dealer since the inception of our program, and I also asked Mr. Elliot to spend considerable time in that area to find out specifically what was wrong from the standpoint of our own operations and make the necessary recommendations to us in that connection.

Mr. Sewell had Mr. Colwell come to Akron for discussion of this subject after the investigation was concluded, and

we did find that there are certain things that we can do to help improve our sales picture and obtain greater success in that area, particularly in the sale of home and auto supplies. For instance, our stock situation in two of the major supply points involved was not adequate, and in the past few days we have authorized and shipped several thousand dollars worth of merchandise to them in order to make sure that any difficulty regarding adequate stocks was overcome. This was not left to anyone in the field organization, but specifically handled from here after getting into agreement with the people involved principally our Buffalo District organization who are concerned.

Mr. Sewell, our Division Manager, has taken steps to ensure that there will be no repetition of inadequate stock conditions to the limit of our ability as a company, and in addition he is following our field organization concerned specifically in such a way that I am confident that any of the ordinary difficulties will be overcome.

3626 We have set up quotas for each of our supply points and the salesmen involved, and in addition we are making comparisons of individual sales to Atlantic dealers as compared with last year, which should bring our sales to the majority of the accounts up to the desired performance level.

It is true that we have encountered some difficulties in the Erie area from competitive sources that did not seem to be as active in the Wilmington area, and, of course, you are familiar with some of their activities in Erie. On the other hand, we must accept this as a challenge and that is the manner in which it is being approached by our supervisory organization.

I am glad to report to you that we are seemingly making considerable progress now in battery sales, and Mr. Elliot reports to me that a substantial number of the dealers are now stocking and selling Firestone batteries.

I am confident that the steps we have taken during the past two or three weeks will serve to definitely improve our performance in the Erie District. We have been receiving excellent support from Mr. Burkett and we feel very strongly that the present sales record will be improved very shortly through the close cooperation of our respective field organizations.

Very truly yours,
J. A. Addison,
Manager Petroleum Sales.

JAA:eo

(Admitted only to prove that the letter was sent by Firestone to Atlantic and not truth of the contents.)

3627 COMMISSION EXHIBIT NO. 354.

December 21, 1950

File: Batteries

Mr. S. J. Heideman
Room 1210

Dear Sir:

As per your request we contacted the following storage battery companies in an attempt to discover whether they had at present or contemplated in the future a battery program for direct dealer merchandising similar to the commission plan offered by certain tire manufacturers.

Prest-O-Lite Battery Company Inc.

Globe-Union Inc.

Delco-Remy Division General Motors Corp.

Electric Auto-Lite Company

Willard Storage Battery Co.

Electric Storage Battery Co.

See under "OK 11 A.M." Jan 10th Gould-National Batteries, Inc.

Replies to our inquiry were received by phone or letter from everyone with the exception of Exide and Auto-Lite. We understand Mr. Connell of Exide talked to Mr. Paxson and believe Auto-Lite prefers that any consideration of a national oil account be handled by Prest-O-Lite.

Prest-O-Lite, Willard and Gould-National believe that they could offer us something through their distributor organization, and would like to discuss the matter further. We attach their replies to our inquiry. The Delco people believe that their distributors would be willing to negotiate with us individually but they would not care to act for the individual distributors, or to play any part in the program. The other concerns which replied have no acceptable program nor have they given consideration to any.

When the attachments have served your purpose will you please return same for our files.

Very truly yours,

Purchasing Department

By: Chas. F. Bergh

CFBergh/eme

Atchmnts

3628 COMMISSION EXHIBIT NO. 355A-B.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

January 3, 1951

CC: Mr. F. M. Neall
Room 1706

TBA SJM
Firestone Commission Plan

Mr. D. T. Colley,
Room 1700.

Dear Sir:

Mr. Addison didn't indicate that Mr. Tompkins' call, scheduled for January 4th, was to cover any specific problem. I am of the opinion that cultivation of closer relationship with Atlantic is Mr. Tompkins' main objective. There will probably be some discussion about Firestone's progress in Wilmington and Erie, as well as some outline of the 1951 rubber outlook for the industry and for Firestone.

I have questioned Mr. Addison about Firestone's interest in handling Atlantic's tire business only on a commission basis and he has indicated that Firestone is not interested in such an operation. Addison points out that their whole Sales Department is trained to sell T B & A, and that a departure from policy would impose a hardship on their organization and that it would be an exceedingly difficult arrangement to enforce.

We are ready to turn the Ohio territory over to the Firestone Commission Plan. Lee can't sell us in Ohio, and since our arrangements on United tires are unsatisfactory our present T.B.A. program is very weak. Mr. Neall and Mr. Boor agree that the Firestone program as a matter of expe-

diency under these circumstances would be a definite asset for us. I intend to mention this matter to Addison on Thursday.

Attached are the T.B.A. commission plan reports covering sales through November. As mentioned in my letter of December 15th, I have included a fourth report covering only the direct marketing operation. Perhaps this report will adequately serve your purpose hereafter and permit elimination of the other three reports. I await your advice in this respect. These reports as well as information received from the regions indicate general satisfaction with the Firestone operation. On Mr. Tompkins' last 3629 call, need for additional development of battery and accessory sales was discussed. Progress is being made in that direction as evidenced by improved sales in this category.

We are currently completing additional analyses of the commission plan operation. One compares change in total T.B.A. sales, 1950 versus 1949, on a district basis. It is interesting to note that three Eastern Pennsylvania districts exceed Wilmington's performance, whereas a fourth trails by a very slight margin. All of the Western Pennsylvania districts exceed Erie's change in position. As soon as charts are prepared, they will be submitted for your examination.

Other analyses of Class 2 Dealer operation and of direct marketing operation do not indicate as satisfactory progress for the Firestone commission plan as comparison of total sales. This information is also being charted and will be submitted to you. I believe that this information, as well as the developments on the supply situation, should cause us to defer indefinitely any decision for the extension of the plan based solely on its merits.

Very truly yours,

h

Enc.

3630 COMMISSION EXHIBIT NO. 356A-B.

February 3, 1951

Mr. D. T. Colley, Vice President
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Colley:

At the request of Messrs. Hathaway and Addison of our Company, I am writing to you regarding the discussions which you and members of your staff had recently with Mr. Tompkins, our Vice President, and their discussion with Mr. Heideman last week.

No doubt Mr. Heideman has told you that Mr. Tompkins has been seriously ill in Florida, in fact he was stricken a few days after his visit with you in Philadelphia. I am very happy to tell you he is now well on the road to recovery, and we expect to fly him to Akron in a day or so.

I am, of course, quite familiar with the progress of our business with your Company, and was informed by Mr. Tompkins of his discussion in Philadelphia on January 4. Likewise, Mr. Hathaway and Mr. Addison have advised me concerning their meeting with Mr. Heideman last week.

It is my understanding that Mr. Tompkins told you that we wanted to improve our position as a supplier to Atlantic dealers, and were prepared to assume that responsibility, either in part or entirely—in delivering T.B.A. products to them. This meant, of course, reasonable quantities of such merchandise, as compared with normal conditions, and that which might be expected from your present supplier, under today's conditions.

Mr. Heideman talked with Mr. Addison and Mr. Hathaway last week about the possibility of going forward im-

mediately in seven additional districts in your Eastern Pennsylvania region, and also indicated that some thought was being given to expanding our distribution to include two other regions. Our reply was to the effect that we could satisfactorily handle that part of your business starting on March 1, and that by the end of April we could finish the introduction of the Firestone program in those areas.

I am quite sure we can do that, barring unusual conditions which cannot be foreseen at present, such as a crippling freezing of our products—or unexpected government regulations applying to our business.

The introduction of our products to your organization and dealers does require some preparation and organization of our efforts in establishing proper supply points for your dealers.

After his visit with you Mr. Tompkins mentioned to me that he had overlooked telling you about our strong 3631 position in the retreading field. We operate a very large number of shops and manufacture our own retread rubber. This has proved invaluable to Firestone dealers, and if the government regulates the industry to manufacture only one line of new tires, as may happen, it will give Firestone dealers a choice of two price lines of tires to offer the car owner.

I recall with pleasure my visit with you in October, and I am looking forward to my next visit in Philadelphia.

With kindest regards, I am,

Very truly yours,

General Sales Manager

LCF:C:mbe

3632

COMMISSION EXHIBIT NO. 357A

March 4, 1953

Mr. R. G. Mulholland
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Mulholland:

We attach a summary of dealer activity in the fourth quarter of our fiscal year as discussed with you in Philadelphia.

This analysis by Firestone districts shows for each district total number of accounts listed in the October reports after eliminating duplication, the total number actively buying in the fourth quarter, and the total number which purchased in the three month period ending in October shows that in total 2,641 accounts were listed, 1,910 purchased, and 731 were inactive.

The further analysis of inactive accounts as given by district shows that of the 731 accounts who did not purchase in the fourth quarter, 23 purchased in November, 224 were out of business, no longer handling your gasoline, or did not have T. B. A. potential, leaving 484 accounts who made no purchases for our two organizations to sell and develop.

As was pointed out, it will be helpful for your districts and ours to come to an agreement on the deletion of the 224 accounts to keep our lists on a current basis for sales direction for accounts that they can agree have potential for T. B. A. Of course, in addition to the 484 accounts who represent "target" accounts as not purchasing any products, we recognize that there are a number of other accounts who may have purchased in the fourth quarter, but who

3162

Commission Exhibit No. 357A.

represent accounts for "targeting" to increase our business with these accounts.

I am sure it will help for your T. B. A. coordinators to know what their respective Firestone district reports to our management have shown as to the analysis of dealer activity, and that you will want to give them this information for the districts with whom they are working.

Very truly yours,

G. M. Elliot,
Petroleum Sales.

GME: cc

3634 COMMISSION EXHIBIT NO. 357B

Atlantic (4th. Quarter)

	# Acc'ts	# Purch.	# In- active	# Acti- vated	Com- petitive	Pick Up	Finan- cial	Dissat- isfied.	Sup- ply Pt.	Out of Bus.	No Po- tentia	Misc.	New Acc'ts
East													
01 Albany	230	145	85		1	62			1	2	7	9	3
13 Baltimore													
02 Boston													
06 Hartford													
07 Newark													
08 New York	535	360	175		17	25	4			19	91	19	
09 Philadelphia	90	60	30		8		7			4	11		
18 Richmond	62	33	29		11	1			1	1	10	5	
19 Syracuse													
Total	917	598	319		37	88	11		2	25	119	33	3
Central													
11 Akron	60	42	18		1	11					6		
14 Buffalo	104	55	49	4	24				5	2	14		
33 Cincinnati													
15 Cleveland	7	4	3	1	1						1		
34 Columbus													
35 Detroit													
36 Grand Rapids													
16 Harrisburg	762	502	200	18	43	142	9	2		34		7	5
37 Indianapolis													
17 Pittsburgh	515	488	27			20			6		1		
Total	1448	1091	357	23	69	173	9	2	11	36	22	7	5

[illegible]

3636

COMMISSION EXHIBIT NO. 358

March 4, 1953

Mr. R. G. Malholland
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pennsylvania

Mr. R. G. Mulholland

Supplementing letter of March 4 which had been dictated prior to receipt of Mr. Taitt's letter of February 26, I think it would be more helpful to pass on to your T. B. A. men the dealer activity figures for the districts for which they are interested. However, at the same time, I suggest that you point out that our districts have an analysis by individual account that can be reviewed by your T. B. A. coordinators and our petroleum representatives with our district managers concerned.

A review of this information should be of assistance in the "targeting" program that we are mutually working on.

Very truly yours,
G. M. Elliot,

Petroleum Sales.

GME: cc

3166

Commission Exhibit No. 359.

3638

COMMISSION EXHIBIT NO. 359.

March 23, 1953

Mr. R. G. Mulholland
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Mulholland:

I was very pleased to read Mr. A. A. Shaw's report for last week of the excellent accomplishments on a new dealer account for Firestone as a result of the "targeting" program, and quote from this report as follows:

"Thursday, March 12. I worked with our territory salesman Gillespie today calling on direct accounts. We met the Atlantic salesman at Minelli's in Peckville and were successful in selling this dealer a \$6,200 tire and tube dating order. The dealer up to this time has been buying Lee tires and tubes and picking up Firestone in emergencies only. This dealer was one of the target accounts on our list."

This is an example of the fine results that can be obtained through the joint teamwork of your organization and ours on the "target" accounts.

Yours very truly,

G. M. Elliot,
Petroleum Sales.

GME: 558

cc: Mr. R. D. Thomas
Mr. J. A. Straits, Harrisburg
Mr. A. A. Shaw

3640

COMMISSION EXHIBIT NO. 360.

May 1, 1953

Mr. R. W. Taitt
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Taitt:

Many thanks for your sending me the Sales Training Orientation Script on Firestone Tires and Tubes, also the TBA Orientation script previously supplied me by Mr. Mulholland, which I mentioned as having received, in discussions in Pittsburgh.

We have advised our petroleum representatives working with your company, suggesting they acquaint themselves with the regional training plans and be of help wherever possible.

Yours very truly,

G. M. Elliot,
Petroleum Sales.

GME: 558

3168

Commission Exhibit No. 361.

3642

COMMISSION EXHIBIT NO. 361.

May 22, 1953

Mr. R. G. Mulholland
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Dear Mr. Mulholland:

We are enclosing the complete "Firestone Battery and Accessory Sales Plan For Petroleum Distributors" that is being mailed to our district managers and territory salesmen on May 25th. This includes our letter to these men together with the complete envelope of material, as attached.

We will send you under separate cover the 60 envelopes of this sales plan that you requested for your field organization.

However, so that you can get this into the hands of your key regional and TBA and promotional men promptly we are today mailing you envelopes. You can use these, as desired, to make announcement of this plan at once incorporating in such announcement letter any of the information given in our district letter attached hereto.

We are looking forward to some outstanding sales results thru the effective use of this sales plan by our two organizations.

Yours very truly,

G. M. Elliot,
Petroleum Sales.

GME: HM

3644 COMMISSION EXHIBIT NO. 362A.

July 27, 1953

Mr. R. G. Mulholland
260 South Broad Street
Philadelphia 1, Pennsylvania

Dear Dick:

In connection with recent discussions of the training material available and the training films used by our field organization with your dealers, we have written each of our petroleum sales representatives giving them the attached listing of current training material available for use.

We are attaching several copies so that you can if you wish send one to each of your TBA Coordinators, so that they will be familiar with the material that is currently available in our districts through our training division.

Yours very truly,

G. M. Elliot

3646 COMMISSION EXHIBIT NO. 362B.

Firestone Current Training Material

Employee Selling Guides

- 27A Firestone 3-Point Lower Cost Per Mile Program
- 37A Doubling Budget Business is Easy
- 39A How to Sell More Truck Tires to Operators of Delivery Type Trucks
- 41A How to Sell More Firestone Batteries in 4 Easy Steps

3170 *Commission Exhibit No. 362A-B.*

- 42 How to Sell the Budget Customer
- 45 How to Sell More Passenger Tires in 3 Easy Steps
- 45A How to Sell More Firestone New Treads
- 48 How to Sell the New Firestone Town & Country Tire
- 50 How to Sell Passenger Tires in 4 Easy Steps
- 52 How to Sell Firestone New Treads
- 54 How to Sell More Passenger Tires
- 55 How to Sell Firestone Seat Covers
- 56 How to Sell Retreads and Used Tires
- P.G.1 Firestone Polar Grip Treads
- Outside Salesman's Guide to Sell More Farm Tires

 Sound-Slide Training Films

- Big Business—A Complete T.B.A. Franchise
- Art & Let's Know How of Trade Tires
- How to Increase your Battery Sales
- ↑ Hoods Up—T.B.A. under the Hood
- Round He Goes—T.B.A.—Around the Car
- No Cents in Swapping Dollars—How to Handle Used Tires
- How to make More Money Selling Farm Tires
- Customer Satisfaction Guaranteed
- Servicing & Selling Commercial Accounts
- Firestone Certified Plus Mileage
- Building Better Farms Through Soil Conservation
- More Profit-time, Less down-time—Off-the-highway Tires

 Motion Pictures in Sound—16 M.M.

- The Building of a Tire—Walt Disney
- Liberia, Africa's Only Republic—institutional
- Realm of the Wild—institutional
- The Miracle of Rubber—March of Time
- The Fabulous 500—Indianapolis Speedway
- Champions All—motorcycle
- Better & Safer Hiways—P.A.R.

Life is Priceless—Supreme Tire
For Your Safety—Life Protector
Serving Truckers is Our Business—New Transport Tire
You Can Do It Too—Tire Selling & Service
Not Enough Time—Firestone Franchise

On the Job Training Programs

Self-Training Guide for Retail Salesmen
Self-Training Guide for Outside Salesman

3647

COMMISSION EXHIBIT NO. 363.

The Atlantic Refining Company
Tire, Battery and Accessory Sales

April 28, 1955

TBA RGM

W. C. Emmart
Winchester, Va.

Mr. G. M. Elliot
Petroleum Sales Dept.
Firestone Tire & Rubber Co.
Akron 17, Ohio

Dear Mr. Elliot

Mr. W. C. Emmart, an Atlantic Petroleum Distributor operating out of Winchester, Va., stopped in to see me today while attending a Distributors' Conference in the Atlantic Building. Mr. Emmart formerly handled Lee Tires and Exide Batteries, under the old T.B.A. program, but currently has discontinued all T.B.A. warehousing activity.

He is very much interested in developing his dealers in T.B.A. merchandising, however, and prompts them to purchase Firestone T.B.A. from the Firestone Store at Winchester. The difficulty is that his dealers are complaining that they find it possible to buy competitive top-brand tires at prices lower than the price allowed them by the manager of your store.

Would you kindly direct your Petroleum Representative to look into this, and determine if it is not possible for these dealers of Mr. Emmart to receive a competitive price? We want to be careful not to offend your manager, because he has been very helpful to our distributor, and is one of his petroleum customers.

I know you will find this an interesting angle in our program, wherein an Atlantic Distributor is prompting us to do a better job of solicitation and service to his dealers, and actually wants us to classify them as dealers of a distributor in our commission over-ride program.

I'd appreciate a reply as to what is done to handle this.

Cordially yours,

R. G. Mulholland

cc: Mr. W. C. Emmart, Winchester, Va.

Mr. E. M. Singleton, Charlotte, N. C.

3648

COMMISSION EXHIBIT NO. 364.

The Atlantic Refining Company
Incorporated—1870
Petroleum Products

December 29, 1955

S:TB:GAF
Firestone Double Teaming

Mr. Jack Hyde
Firestone Tire & Rubber Co.
526 Light Street
Baltimore 2, Maryland

Dear Jack:

I have unconfirmed information to the effect that you will assume the dealer responsibilities in the Dover, Cambridge, Easton and Salisbury areas January 1, 1956, which responsibility was formerly Mr. Normile's.

Because Firestone double teaming is a part of our 1956 plan, it will be necessary for you to contact our Mr. J. M. Connelly, Atlantic Wilmington district Sales Supervisor who can be reached at 505 South Market Street, Wilmington, Del. (Phone: 8-7101). You should arrange to make this contact as soon as possible so that proper schedules can be set up on a recurring basis for each month and our Wilmington people will welcome the opportunity to cooperate with you to get this coverage on a permanent basis.

Will you kindly advise me when you have the situation under control?

Very truly yours,
Illegible

csb

cc: Mr. R. G. Mulholland, Philadelphia
Mr. J. A. Normile, Firestone

3649 COMMISSION EXHIBIT NO. 365A-B.

January 31, 1956

Mr. W. L. Zinn,
The Atlantic Refining Co.,
Wilmington, Delaware

Dear Mr. Zinn:

I am listing below, the agreed upon number of days for dual sales solicitation in your District:

Mr. Suggs	—1 day each month with Buchanan—Dover, Del.
Mr. Durstine	—1 day each month with Laurel H&AS, Laurel, Del.
"	1 day each month with Buchanan—Milford, Del.
"	½ day each month with Firestone Store, Salis.
Mr. Jordan	—1 day every other month with Buchanan, Dover
Mr. Hughes	—2 days every other month with Salis. store
"	2 days every other month with Easton Sales & Salisbury Store
Mr. Stewart	—1 day every other month with Buchanan, Milford.
"	1 day every other month with Salisbury Store

It was agreed upon that your office would initiate the days and dates for the dual sales solicitation program between your sales representatives and the supply points, as listed.

I thank you for your fine cooperation that you and your organization, with Mr. Fearn, gave us in the re-aligning of the accounts which we have agreed to immediately start an aggressive sales solicitation program.

Commission Exhibit No. 366.

3175

3650 As you know, Mr. Fearn is going to revise the names of the dealers by the supply points agreed upon, and just as soon as feasible, I suggest that we get together again for a short meeting to ascertain the progress being made; or any changes recommended.

Yours truly,

J. C. Heid,

JCH:CHG

Mgr. of Oil Co. Sales

cc: Mr. Fearn

3651. . . COMMISSION EXHIBIT NO. 366.

Atlantic

The Atlantic Refining Company

Incorporated—1870

Petroleum Products

M. G. Davis

Manager of Marketing

Eastern Pennsylvania Region

First and Penn Avenue

West Reading, Pa.

April 26, 1956.

S:TB:GAF

Robert M. Harper & Son

Preston, Maryland

(Firestone AW Deal)

Mr. J. C. Heid

Firestone Tire & Rubber Co.

526 Light Street

Baltimore 2, Md.

Dear Mr. Heid:

As a result of continued solicitation of the above Atlantic distributor account in our Wilmington district wholesale salesman, it has finally resulted in a request by Mr. Harper for the approval of the AW deal (100% wholesaler) to

cover his purchases, initially, of Firestone tires and Firestone dri-charge batteries.

I discussed this matter in detail with Mr. Harper on April 25th, at which time our Wilmington Supervisor, Mr. Julian White and our Wholesale Salesman, Mr. William Price, were in attendance. As a result of Mr. Harper's favorable reaction, I am formally requesting that you set in motion the necessary follow-up arrangements so that complete information can be obtained and your final request presented to Akron for approval of this deal.

Will you kindly contact Mr. Robert M. Harper (Telephone Preston, Md. 2721) and arrange to meet with him, together with your Mr. Ed Sakers, at a suitable time and then advise me by letter sufficiently in advance so that I can make arrangements to meet with you to see that everything works out satisfactorily. At this time I will also arrange to have our Mr. Price in attendance. Will you kindly advise me as soon as the above arrangements are made.

Very truly yours,

G. A. Fearn.

csb

cc: Mr. R. S. Zinn, Wilmington
Mr. Julian White, Wilmington
Mr. Robert M. Harper

3652

COMMISSION EXHIBIT NO. 367.

May 1, 1956

Mr. G. A. Fearn,
The Atlantic Refining Co.,
First & Penna. Ave.,
West Reading, Pa.

Subject: Robert M. Harper & Son
Preston, Md.
Firestone AW deal

Dear Mr. Fearn:

Thank you for your letter of April 26th, in regards to the above mentioned account.

Mr. Sakers has been contacted, and made an appointment to meet Mr. Harper at his place of business, in Preston, on Wednesday morning, May 9th.

I trust that this arrangement will be satisfactory to you, and I am looking forward to meeting you when we contact Mr. Harper.

Very truly yours,

J. C. Heid,

Mgr. Oil Co. Sales.

JCH:CHG

cc: Messrs. Zinn, White & Harper

3178

Commission Exhibit No. 374.

3685

COMMISSION EXHIBIT NO. 374

Number Of Lessee & Contract
Dealers on Dates Indicated
By Regions

Lessee Dealers

		N. E.	N. Y.	E. Pa.	W. Pa.	S.	Phila.	Total
March	1950	397	179	451	234	249	332	1,842
Dec.	1950	415	194	468	239	253	353	1,922
Apr.	1951	425	202	468	244	263	363	1,965
Dec.	1951	443	215	469	258	261	383	2,029
Dec.	1952	469	232	484	270	268	409	2,132
Dec.	1953	481	252	478	284	301	429	2,225
Dec.	1954	492	278	487	298	362	456	2,373
Dec.	1955	495	316	496	312	392	475	2,486
June	1956	495	321	480	317	399	481	2,493

Contract Dealers

		N. E.	N. Y.	E. Pa.	W. Pa.	S.	Phila.	Total
March	1950	244	428	1854	1341	548	1100	5,515
Dec.	1950	240	400	1776	1305	476	1046	5,243
Apr.	1951	233	382	1770	1246	465	1009	5,105
Dec.	1951	219	336	1739	1113	429	925	4,761
Dec.	1952	213	289	1617	1059	366	821	4,365
Dec.	1953	222	272	1179	929	318	713	3,633
Dec.	1954	223	265	1054	853	194	690	3,276
Dec.	1955	219	259	1096	749	134	667	3,124
June	1956	220	263	1075	725	121	640	3,044

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

COMMISSION EXHIBIT NO. 376. 3180

[illegible]

0678

ATLANTIC
GOODYEAR TBA SALES

BY CLASS OF TRADE (SEE NOTE)

IN DOLLARS	LESSEE DEALERS				CONTRACT DEALERS				DISTRIBUTORS			
	T/T	BATT.	ACCESS.	TOTAL	T/T	BATT.	ACCESS.	TOTAL	T/T	BATT.	ACCESS.	TOTAL
1955 ATLANTIC REGION												
NEW ENGLAND	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424
NEW YORK	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424
PHILA.-NEW JERSEY	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424
TOTAL GOODYEAR	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424
DEALERS (RESIDUALS BEYOND LOWER TWO COLUMNS DOLLARS 300,000.00)												
TOTAL TBA SALES												
NEW ENGLAND	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424
NEW YORK	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424	107424
PHILA.-NEW JERSEY	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424
TOTAL GOODYEAR	115786	107424	107424	115786	107424	107424	107424	107424	107424	107424	107424	107424

NOTE: SALES TO CUSTOMERS OF OIL COMPANY SUPPLYING DEALERS ARE INCLUDED AT THE RATE TO THE CUSTOMER AND NOT AT THE PRICE TO THE SUPPLYING DEALER.
NOTE: THE SALES FIGURES SHOWN ARE DIFFERENT FROM THOSE ON WHICH COMMISSION WAS PAID.

3570

3672

COMMISSION EXHIBIT NO. 378

The Atlantic Refining Company

Summary

				January, 1953		
Firestone District	Number Outlets	Tires & Tubes	Home & Auto Sup.	Total	Same Month Last Yr.	% Inc. or-Dec.
Eastern Pennsylvania Region.						
Sales Commission	1,488	184,315	51,644	235,959	149,016	58.3
Sales to Atlantic	14	378	160	532	1,663	(67.7)
Total	1,502	184,693	51,804	236,497	150,681	56.9
Western Pennsylvania Region.						
Sales Commission	965	99,626	19,061	118,687	105,329	12.7
Sales to Atlantic	2	..	..	..	869	..
Total	967	99,626	19,061	118,687	106,198	11.8
Southern Region.						
Sales Commission	612	67,906	17,108	85,014	76,539	11.1
Sales to Atlantic	1	71	..	71	568	(87.5)
Total	613	67,977	17,108	85,085	77,107	10.3
Sales Commission	3,065	351,847	87,813	439,660	330,884	32.9
Sales to Atlantic	17	443	160	600	3,102	(80.4)
Total	3,082	352,296	87,973	440,269	333,986	31.8
% of Total		80.0	20.0	100.00		
Last Year		262,458	71,528	333,986		
% of Increase by Product		34.2	23.0	31.8		

3673 COMMISSION EXHIBIT NO. 379.

The Atlantic Refining Company

Summary

December Sales			12 Months Sales Thru December 1953								
Firestone District	Number Outlets	Tires & Tubes	Home & Auto Sup.		% Inc. or Dec.	Tires & Tubes	Home & Auto Sup.		Total	Same Period Last Yr.	% Inc. or Dec.
			Total				Total				
Eastern Pennsylvania Regions											
Sales Commission Sales to Atlantic	1,475	117,850	74,450	192,300	(4.4)	1,985,607	752,012	2,737,619	2,342,303	16.9	(85.8)
	4	56	7	63	(96.8)	1,762	1,674	3,436	24,285		
Total	1,479	117,906	74,457	192,363		1,987,369	753,686	2,741,055	2,366,588	15.8	
Western Pennsylvania Region											
Sales Commission Sales to Atlantic	1,169	74,850	41,750	116,600	37.0	968,547	373,787	1,342,334	1,159,588	15.8	(82.8)
	1	28	75	103	—	323	827	1,150	6,678		
Total	1,170	74,878	41,825	116,703	37.0	968,870	374,614	1,343,484	1,166,266	15.2	
Southern Region											
Sales Commission Sales to Atlantic	600	34,201	21,988	56,189	(15.2)	705,168	265,268	970,436	848,346	14.4	(39.6)
	1	1		180	—	203	429	632	1,046		
Total	601	34,201	22,168	56,369	(15.0)	705,371	265,697	971,068	849,392	14.3	
Sales Commission Sales to Atlantic	3,244	226,901	138,188	365,089		3,669,322	1,361,067	5,050,389	4,750,237	16.1	(83.7)
	6	84	262	346		2,288	2,930	5,218	32,000		
Total	3,250	226,985	138,450	365,435		3,661,610	1,363,997	5,055,607	4,782,246	15.4	
% of Total		62.1	37.9	100.0	3.1	72.4	27.6	100.0			
Last Year		202,604	151,805	354,409		3,140,246	1,242,000	4,382,246			
% of Increase by Product		12.0	(8.9)	3.1		16.6	12.2	15.4			

The Atlantic Refining Company

Summary

December Sales					12 Months Sales Thru December 1954				
Firestone District	Number Outlets	Other			% Inc. or Dec.	Tires & Tubes	H & A Supplies	Total	Same Period Last Yr. % Inc. or Dec.
		Tires & Tubes	Batteries	H & A Supplies					
Eastern Pennsylvania Region									
Sales to Atlantic Sales Commission	0	—	—	—	—	1,945,907	621,996	2,567,903	2,737,619 (6.2)
	1,427	190,625	18,512	45,654	16.9	7342	555	897	3,493 (73.9)
Total	1,427	190,625	18,512	45,654	16.9	1,945,949	622,551	2,568,500	2,741,055 (6.3)
% of Total		71.5	8.2	20.3	100.0	75.8	24.2	100.0	
Last Year		117,906		74,457	192,363	1,987,369	753,686	2,741,055	
% of Inc. by Prod.		36.2	(13.8)	16.9	(2.1)	(17.4)	(6.3)		
Western Region									
Sales Commission Sales to Atlantic	1,170	79,439	13,603	20,472	113,514 (2.6)	1,019,288	323,838	1,343,126	1,342,334 1
	1	—	—	—	—	—	3	3	1,150 (99.7)
Total	1,171	79,439	13,603	20,472	113,514 (2.7)	1,019,288	323,841	1,343,129	1,343,484
% of Total		70.0	12.0	18.0	100.0	75.9	24.1	100.0	
Last Year		74,878		41,825	116,703	968,870	374,614	1,343,484	
% of Inc. by Prod.		6.1	(18.5)	(2.7)	5.2	(13.8)	—		
Southern Region									
Sales Commission Sales to Atlantic	640	51,399	7,697	11,898	70,994 26.3	704,812	254,179	958,991	970,436 (1.2)
	7	84	20	660	764 324.4	746	1,652	2,398	632 279.4
Total	647	51,483	7,717	12,558	71,758 27.3	705,558	255,831	961,389	971,068 (1.0)
% of Total		71.7	10.8	17.5	100.0	73.4	26.6	100.0	
Last Year		34,201		22,168	56,369	705,371	265,697	971,068	
% of Inc. by Prod.		50.5	(8.5)	27.3	(3.7)	(1.0)			
Clt. Rec'd \$38,382.29.									

3677

Summary

* Firestone District	Number Outlets	Tires & Tubes	December Sales			12 Months Sales Thru December 1954				
			Batteries	H & A	Other H & A	Total	% Inc. or Dec.	Tires & Tubes	H & A Supplies	Total
Sales Commission	3,237	291,463	39,812	78,024	78,024	409,299	12.1	3,009,707	1,200,013	4,809,720
Sales to Atlantic	8	84	20	660	660	784	120.8	1,088	2,210	3,298
Total Atlantic	3,245	291,547	39,832	78,684	78,684	410,063	12.2	3,670,795	1,202,223	4,873,018
								75.3	24.7	100.0
% of Total		71.1	9.7	118,516	118,516	100.0		3,061,610	1,393,997	5,055,607
Last Year		226,985		188,450	188,450	365,435		.2	(13.8)	(3.6)
% of Inc. by Prod.		28.4		(14.4)	(14.4)	12.2				

Same Period Last Yr.

% Inc. or Dec.

(3.6)

(36.8)

(3.6)



SS

%L%

SS

%L%

SS

%LSS

%L%

3679

COMMISSION EXHIBIT NO. 381.

The Atlantic Refining Company

Summary

Firestone District	December 1955 Sales							Year to Date Sales 1-1-55 Thru 12-20-55					
	No. Out-lets	Tires & Tubes	Retreads	Batteries	Other H & A Supplies	Total	% Inc. or Dec.	Tires & Tubes	Batteries	Other H & A Supplies	Total	Last Year 1-1-54-12-31-54	% Inc. or Dec.
Eastern Pennsylvania Region													
Sls. Commission	1,500	204,239	46,414	32,562	45,173	328,388	46.1	2,311,785	204,785	459,519	2,976,089	2,567,603	15.9
Sls. to Atlantic	3	—	—	151	120	271	—	971	572	1,365	2,914	897	224.9
Total	1,503	204,239	46,414	32,713	45,293	328,659	46.2	2,312,756	205,363	460,884	2,979,003	2,568,500	16.0
% of Total		2.2	14.1	19.0	13.7	100.0		77.6	6.9	15.5	100.0		
Last Year		160,625		18,512	45,654	224,791		1,945,949		622,551	2,568,500		
% Increase		56.0		76.7	(0.8)	46.2		18.8		7.0	16.0		
Western Pennsylvania Region													
Sls. Commission	1,215	99,045	27,970	16,115	18,948	162,078	42.8	1,279,697	125,827	186,340	1,591,864	1,343,126	18.5
Sls. to Atlantic	2	—	—	—	9	9	—	65	18	74	157	3	—
Total	1,217	99,045	27,970	16,115	18,957	162,087	42.8	1,279,762	125,845	186,414	1,592,021	1,343,129	18.5
% of Total		61.1	17.3	9.9	11.7	100.0		80.4	7.9	11.7	100.0		
Last Year		79,439		13,603	20,472	113,514		1,019,288		323,841	1,343,129		
% of Increase		60.0		18.5	(7.4)	42.8		25.6		(3.6)	18.5		
Southern Region													
Sls. Commission	772	73,967	11,918	14,521	22,041	122,447	72.5	728,639	92,258	175,109	996,006	958,991	3.9
Sls. to Atlantic	1	42	0	0	12	54	(92.9)	1,222	549	1,747	3,518	2,398	46.7
Total	773	74,009	11,918	14,521	22,053	122,501	70.7	729,861	92,807	176,856	999,524	961,389	4.0
% of Total		60.4	9.7	11.9	18.0	100.0		73.0	9.3	17.7	100.0		
Last Year		51,483		7,717	12,338	71,538		705,558		255,831	961,389		
% of Increase		96.7		88.2	75.6	70.7		3.4		5.4	4.0		
Sls. Commission	3,487	377,251	86,302	63,198	86,162	613,913	49.7	4,320,121	422,870	820,968	5,563,959	4,869,720	14.2
Sls. to Atlantic	6	42	—	151	141	334	(56.3)	2,258	1,145	3,186	6,589	3,298	99.8
Total Atlantic	3,493	377,293	86,302	63,349	86,303	613,247	49.5	4,322,379	424,015	824,154	5,570,548	4,873,018	14.3
% of Total		61.5	14.1	10.3	14.1	100.0		77.6	7.6	14.8	100.0		
Last Year		291,547		39,832	78,084	410,063		3,670,795		1,202,223	4,873,018		
% of Increase		59.0		59.0	9.7	49.5		17.8		3.8	14.3		

3681

COMMISSION EXHIBIT NO. 382A-B.

The Atlantic Refining Company

Summary

Firestone District	June 1956 Sales							Year to Date Sales 1/1/56 Thru 6/20/56						
	No. Out-lets	Tires & Tubes	Re-treads	Bat-teries	Other H & A Supplies	Total	% Inc. or Dec.	Tires & Tubes	Retreads	Bat-teries	Other H & A Supplies	Total	Last Year 1/1/55-6/20/55	% Inc. or Dec.
Eastern Pennsylvania Region														
Sls. Commission	4,383	232,312	15,409	12,292	41,923	301,936	28.9	917,022	71,981	62,511	232,245	1,283,759	1,166,392	10.1
Sls. to Atlantic	4	—	—	—	(14)	(14)	—	364	74	275	701	1,414	2,418	(41.5)
Total	1,387	232,312	15,409	12,292	41,909	301,922	28.5	917,386	72,055	62,786	232,946	1,285,173	1,168,810	9.9
		247,721							989,441					
% of Total		76.9	5.1	4.1	13.9	100.0		71.4	5.6	4.9	18.1	100.0		
Last Year		190,792		12,212	31,900	234,904		891,078		65,536	212,196	1,168,810		
% of Increase		29.8		.7	31.4	28.5		11.0		(4.2)	9.8	9.9		
Western Pennsylvania Region														
Sls. Commission	1,105	127,763	6,700	7,178	22,689	164,330	24.9	551,814	42,883	45,766	105,750	746,213	627,832	18.9
Sls. to Atlantic	2	—	—	—	—	—	—	385	12	—	282	679	130	422.3
Total	1,107	127,763	6,700	7,178	22,689	164,330	24.8	552,199	42,895	45,766	106,032	746,892	627,962	18.9
		134,463												
% of Total		77.8	4.1	4.3	13.8	100.0		73.9	5.8	6.1	14.2	100.0		
Last Year		110,596		4,572	16,518	131,686		495,936		40,933	91,093	627,962		
% of Increase		21.6		57.0	37.3	24.8		12.2		11.8	16.4	18.9		
Southern Region														
Sls. Commission	797	85,099	9,399	10,602	16,021	121,121	61.7	333,807	40,956	51,784	88,095	515,242	407,456	26.4
Sls. to Atlantic	2	—	—	—	—	—	—	268	16	49	257	590	3,245	(81.8)
Total	799	85,099	9,399	10,602	16,021	121,121	61.3	334,075	40,972	51,833	88,952	515,832	410,704	25.7
		94,498							375,047					
% of Total		70.3	7.8	8.7	13.2	100.0		64.8	7.9	10.1	17.2	100.0		
Last Year		56,707		6,327	12,054	75,088		308,540		29,780	72,384	410,704		
% of Increase		66.6		67.6	33.1	61.3		21.6		74.0	22.9	25.7		

Commission Exhibit No. 382A-B.

3190

3683

Summary

Firestone District	June 1956 Sales							Year to Date Sales 1/1/56 Thru 6/20/56						
	No. Out-lets	Tires & Tubes	Retreads	Batteries	Other H & A Supplies	Total	% Inc. Or Dec.	Tires & Tubes	Retreads	Batteries	Other H & A Supplies	Total	Last Year 1/1/55-6/20/55	% Inc. or Dec.
Total Atlantic														
Sls. Commission	3,285	445,174	31,508	30,072	80,633	587,387	33.3	1,802,643	155,820	160,061	426,690	2,545,214	2,201,680	15.6
Sls. to Atlantic	8	—	—	—	(14)	(14)	—	1,017	102	324	1,240	2,683	5,796	(53.7)
Total Atlantic	3,293	445,174	31,508	30,072	80,619	587,373	33.0	1,803,660	155,922	160,385	427,930	2,547,897	2,207,476	15.4
476,682														
% of Total	75.8	5.4	5.1	13.7	100.0	70.8	6.1	6.3	16.8	100.0				
Last Year	358,095	23,111	60,472	441,678	1,895,554	136,249	375,673	2,207,476						
% of Increase	33.1	30.1	33.3	33.0	15.6	17.7	13.9	15.4						

3685

COMMISSION EXHIBIT NO. 383A

October 7, 1955

Dear Mr. Muhlolland:
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1. Pennsylvania

Dear Mr. Mulholland:

Confirming our recent discussions, arrangements have been made for separate reporting of sales of Firestone produced retreads and for the inclusion of dealer produced retreads sold your dealers by our dealer supply points as covered by the attached letter of October 6 to our District Managers. The full details covering these arrangements are clearly set forth in this letter.

We have also provided in these revised instructions for all supply point reports to be returned directly to our districts as discussed with you. We feel that this will be very helpful in getting more complete and accurate reports by having our districts responsible to follow and get these reports to the Central Operating Offices in complete form. Under this revised program, the reports will be mailed to you one day later, not later than the seventh working day.

Enclosed you will find copy of the new S468A report form, "Report of Dealer Produced Retread Purchases by Oil Company Outlets from Dealer Supply Points," to be used only for those supply points approved for this program. We will furnish this form to you in quantities needed and would appreciate this form being prepared monthly by your regions and districts in the same manner as the regular S468 form as soon as possible after the October report and notification from our District Man-

agers as to the approved supply points for this supplemental report.

We are also enclosing a copy of the revised S468 which we will supply to your regions and districts in quantities needed and would appreciate your arranging for them to start using this new form as soon as possible. This report form will now have a separate column for Firestone produced retreads.

It would be appreciated if you would arrange for your field to be advised of these changes so that they will be familiar with these new procedures and assist us in getting the new report forms in use.

Very truly yours,

G. M. Elliot,

*Assistant Manager,
Petroleum Sales.*

GME; ml

3687

COMMISSION EXHIBIT NO. 383B-C

October 6, 1955

Firestone

Interoffice

To District Managers

From Home Office
Referring to letter of

Subject

Sales to Oil Company Outlets

Effective September 21, 1955 sales of Firestone produced retreads to Oil Company outlets are to be reported separately from Firestone tires and tubes on the Monthly Oil Company Report—Form S468 or equivalent.

Arrangements are being made with the Oil Companies for revision of their forms used for "Report of Oil Com-

pany Outlets Purchases" which they will start using as soon as available.

Starting with the October report (9/21-10/20) and until the new forms are in use, it will be necessary to show two totals in the column headed "Tires and Tubes":

1. Firestone tires, tubes, camelback and tread stocks. Identify with Code "T".
2. Firestone produced retreads (including casing when furnished by Firestone). Identify with Code "R".

A separate grand total of each of the above classifications must be shown on each sheet and on the summary and be coded in the same manner. New summary sheets are being prepared, which will provide for these totals.

It is very important that the product breakdown shown on the Monthly Report of Oil Company sales correctly reflect actual sales by product. We call your attention to the reporting of Batteries separately from other Home & Auto Supplies, in addition to the separate Retread sales. See that proper procedures are established and make sure they are being followed.

Store and Dealer Supply Points are to follow the above instructions without exception in reporting sales to Oil Company Outlets. The District Office must see that this is covered with each Supply Point and that October and subsequent reports are on the correct basis. Cover in detail with all employees concerned.

Also effective with the October report we will include sales of retreads (including carcass when furnished by Dealer Supply Point) produced by Firestone supply point dealers who operate their own retread shops. The following program must be followed:

1. District Managers must personally approve the supply point dealers who will report such sales and

no reports will be accepted by district for any supply point until such approval is given.

2. Sales will only be reported by the supply point dealers who purchase their camelback 100% from Firestone.
3. A new separate and supplemental report form (S468A) will be supplied monthly to each of these approved supply point dealers for this supplemental report, and sales will be reported according to the instructions on this report form, copy of which is attached.

3689

4. District Manager will notify Oil Company of Dealers Supply Points approved for this supplemental report so that oil companies can prepare and send this form monthly. District will then instruct these approved supply points dealers how to prepare these supplemental reports.

Until such time as the oil companies can prepare and send you the supplemental report forms (S468A) in the same manner as the regular report forms S468 (or equivalent) you will prepare these in the district, inserting the complete list of accounts appearing in the regular report form. We are sending you a supply of these forms S468A for this purpose and additional supplies should be ordered from Akron stationery stores.

5. When you include camelback sales on an oil company report on those dealers having their own retread shops, do not report any sales of the dealer's produced retreads to this same oil company.

However, should this "oil company" dealer supply point sell approved outlets of another oil company you will report sales of dealer produced retreads to the outlets of the other oil company.

You must however reduce the sales reported for the dealer producing these retreads, in the tire and camelback column on the report for the first oil company, by the amount of such retread sales reported to the other oil companies—on the basis of 25% of the value of such retread sales—if the dealer producing retreads is a C or D account of the first oil company—or on basis of 3- $\frac{1}{3}$ % if dealer producing retreads is a B or E account.

Example:

Dealer Smith, D account of Oil Company #1, purchases \$2,000 in tires, tubes and camelback from Firestone and sells \$400 worth of retreads produced in his own shop to outlets of Oil Company #2. You will deduct 25% of 400 or \$100 from the \$2,000 purchases and show net purchases of \$1,900 on the report for Oil Company #1.

Effective with the October reports you will instruct Supply Point Stores and Dealers to return their report forms to your District Office, no later than the 2nd working day. It will be the responsibility of your district office manager to approve the reports for correctness, approve the inclusion of sales to accounts "written-in" by supply points and follow for immediate receipt of reports not received by the fourth working day. Districts in Centralized areas will see that all supply point reports have been mailed to Central Operating Office no later than the 5th working day. Complete reports to be mailed to oil companies, etc. not later than the 7th working day.

Operating letters are being revised to reflect these changes. We are also revising the instruction and certification sheet (S2181M), sample attached, sent to the Supply Points with the Monthly Report forms, and a supply of these sheets is being sent to your district. You must start using these with the October report.

The Firestone Tire & Rubber Company

3196

Commission Exhibit No. 384.

3691

COMMISSION EXHIBIT NO. 384.

The Atlantic Refining Company
Incorporated 1870
Tire, Battery and Accessory Sales

260 South Broad Street
Philadelphia 1, Pa,

R. G. Mulholland
Manager

February 1, 1955

TBA RGM
Flashlight Battery Pricing

Mr. G. M. Elliot
Petroleum Sales Dept.
Firestone Tire & Rubber Co.
Akron 17, Ohio

Dear Mr. Elliot:

Although the subject product is not of great volume, it certainly is psychologically important to Atlantic Dealers' thinking regarding competitive pricing in our program, that flashlight batteries be offered to them at the same price as that quoted by Automotive Jobbers.

Apparently your CD price per case is \$6.12, and the general competitive price on similar brands from Automotive Jobbers runs as low as \$4.68 per case.

For your information, the Goodyear CD price quoted in their catalog, is \$5.05 per case. Cannot this item be lined up more favorably?

Cordially yours,
R. G. Mulholland

h

cc: Mr. G. A. Fearn, Reading Office
Mr. J. A. Normile, Firestone Tire & Rubber Co.

3692

COMMISSION EXHIBIT NO. 385.

February 18, 1952

TBA RMT

Report of Commissions

March through November 1951

Memo To: Staff Meeting File:

Goodyear Sales	\$2,097,291.00
Commission Paid	205,515.91
Average Commission Rate	9.80%
Firestone Sales	2,936,577.00
Commission Paid	266,832.83
Average Commission Rate	9.09%
Totals	5,033,868.00
Commission Paid	472,348.74
Average Commission Rate	9.38%

The Atlantic Refining Company
Sales—Northeast Division by Goodyear Districts
March 1, 1951 Thru October 20, 1951

Commission Sales

Goodyear Districts	New Tires and Tubes Excl. Marathon Truck	Pneu. Truck T&T ¹	Batteries (Excl. Res) & Cables	Resol. Batt.	C & H Supp. Etc.	Total
New England Region						
Albany	19,850		3,613	411	2,453	26,327
Boston	181,648		24,119	3,389	46,144	255,300
Hartford	149,048		16,827	5,003	42,474	213,352
New York	4,324		1,318	0	2,042	7,684
Total	354,870		45,877	8,803	93,113	502,663
New York Region						
Albany	23,907		1,369	89	6,132	31,477
Buffalo	124,898		8,097	3,335	31,948	168,278
Newark	24,848		733	0	4,814	30,395
Syracuse	212,398		13,190	1,838	28,375	255,810
Total	386,051		23,398	5,242	71,269	485,960
Philadelphia & N. J. Region						
Philadelphia	460,434		73,943	6,701	144,005	685,083
Newark ²	144,499		22,461	2,661	37,481	207,102
Total	604,933		96,404	9,362	181,486	892,185
Total Commission	1,345,854		165,679	23,407	345,868	1,880,808

**OWN CONSUMPTION AND COMPANY
OPERATED STATIONS**

Boston	1,327	8	219	27	828	2,401
Buffalo	830	39	158	0	658	1,646
Hartford	3,567	89	0	0	0	3,567
Newark	39	18	0	0	0	39
Philadelphia	23,753	138	4,731	0	17,565	46,049
Syracuse	2,676	680	547	0	1,969	5,192
Total	32,192	972	5,655	27	21,020	58,894
Grand Total	1,378,046	972	171,334	23,434	366,888	1,939,702

1. Included in New Tires & Tubes

Statistics Division

2. January 1, 1951 Thru October 20, 1951

Sales Accounting Dept.

3696

COMMISSION EXHIBIT NO. 387.

August 15, 1952

TBA WCH

Goodyear Program—
Dealers and Supply PointsMr. L. K. Maisel
Syracuse, N. Y.

Dear Sir:

With reference to our telephone conversation of August 14, listed below is as much information as was available on your request:

	New England	New York	Phila.
#1—Number of dealers on Goodyear Program	654	588	842
#2—Number of Goodyear stores and Goodyear dealers supplying Atlantic	66	41	2
#3—Number of Atlantic dealers acting as Supplying Dealers	13	20	18
#4—Number of supply points by Region	79	61	20

R. M. Taitt

3200

Commission Exhibit No. 388A-D.

3698

COMMISSION EXHIBIT NO. 388A-D.

Firestone

Interoffice

February 2, 1956

To District Managers
Territory Salesmen
Store Managers

From Home Office
Referring to Letter of

Subject Firestone Identification for Atlantic Dealers.

Attached is revised identification program illustrating the uniform method recommended for identifying Atlantic dealer's stations.

The use of "Tire & Battery Service" and "Tubeless Tire Service" panels, erected 2" beneath 1-A-776 and 1-A-774 signs, has been included and recommendations made for merchandise display atmosphere at all stations.

Atlantic stations not presently so identified should receive immediate attention so they conform to the recommended uniform identification program.

As new Atlantic dealers are signed on Firestone contract they should be promptly identified in the same manner by Territory Salesmen and stores.

Atlantic are advising their field organization of this program by sending them copies of the attached sheets. Place these sheets in the Advertising Section of your Sales and Product book for ready reference.

You should discuss this new identification program with the Atlantic Refining Company men in your area and work closely with them to make sure that all Atlantic stations are properly identified.

The Firestone Tire & Rubber Company.

COMMISSION EXHIBIT NO. 388B-D.

Recommended
Firestone
IDENTIFICATION
for
ATLANTIC DEALERS



EVERY STATION MUST BE IDENTIFIED WITH SIGNS,
VALANCES AND MERCHANDISE DISPLAYS AS SOON AS
STOCK IS RECEIVED.

RECOMMENDED SIGNS

The 4' bracket hang-out, 1-A-776, must be installed on light poles only or its own pole support. Installation should always be made so that the sign is hung on the service station side of the pole.

Hang 1-A-779 44" x 7" "TIRE & BATTERY SERVICE" panel beneath 1-A-776 sign as illustrated at right. Optional panel 1-A-500-12 44" x 7" "TUBELESS TIRE SERVICE" (illustrated below) available if desired.

The center line of the hanging signs must be 97" from the base plate of the pole. Signs should only be hung on poles that are situated on the property line and where there will be no problem of vehicular clearance.

See print on reverse side and diagram at right.

No signs of any type to be installed on Atlantic sign pole or buildings, or latticework of any existing 24 Sheet Poster board.

TUBELESS TIRE SERVICE

**ALTERNATE SIGNS**

The 6' horizontal sign, 1-A-774, may be used as an alternate where it is not possible to erect a 1-A-776 bracket hang-out on a flood light pole to provide good readability from all directions.

Erect 1-A-781 65" x 9" "TIRE & BATTERY SERVICE" panel beneath 1-A-774 sign as illustrated at right. Optional panel 1-A-501-12 65" x 9" "TUBELESS TIRE SERVICE" (illustrated above) available if desired.

When the alternate sign is mounted on a fence it should be centered between the top and bottom of the fence. If no fence is available it may be mounted on its own pole supports. In this case the tops of the pole supports should be pyramid shaped and shown above sign. (See illustration at right.) The sign should be at least 6' from the property line. The center line of the Firestone sign (post-type erection) should be 4' above ground level.

**RECOMMENDED AND ALTERNATE SIGNS**

Two signs are permitted on corner locations where the station is situated on a prominent corner. One sign may be mounted on each street. The installation may consist

of two of the recommended signs, or two alternate signs, or one recommended and one alternate sign.

RECOMMENDED VALANCES (9" HIGH)

"FIRESTONE" Center Panel	40" Long	12-A-741	"AUTO SUPPLIES"	30" Long	12-A-747
"FIRESTONE" Center Panel	30" Long	12-A-759	"RETRADING"	25" Long	12-A-745
"TIRES"	15" Long	12-A-742	"SPARK PLUGS"	27" Long	12-A-744
"BATTERIES"	24" Long	12-A-743	Filler Panel	30" Long	12-A-758

The recommended order for installing valances on windows, where space permits, is to have them read from left to right, "TIRES" - "BATTERIES" - "AUTO SUPPLIES" - "RETRADING" - "SPARK PLUGS." These panels would be separated by the Firestone panel as illustrated on the reverse side.



Valances are to be installed only on windows... never on service doors, or interior glass.

Recommended by THE ATLANTIC REFINING COMPANY

Approved by THE FIRESTONE TIRE & RUBBER CO.

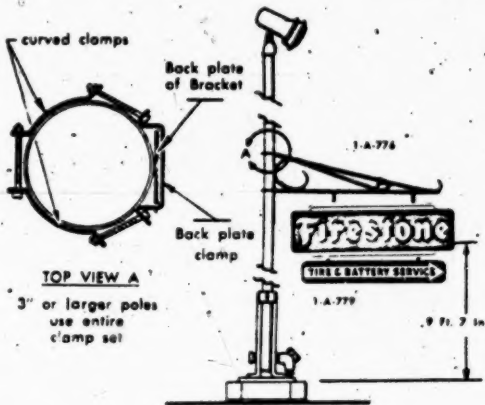
R. M. Mulbolland

C. S. Ryan 3702

Supplement to Recommended Firestone
Identification for Atlantic Dealers.

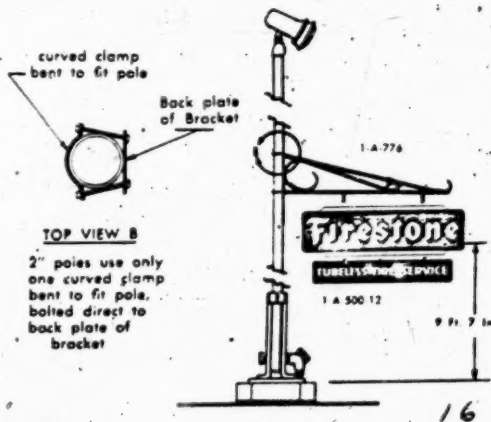
How to Properly Install the 1-A-776 BRACKET HANGOUT SIGN ON ATLANTIC LIGHT POLES

1—On Any Poles Larger in Diameter than 2"



- Use pole clamp 1-A-776-A to securely clamp back plate of bracket to pole.
- Place center line of signs 9'7" above base plate of pole.
- Tighten clamps securely and paint clamps and brackets to match the pole.

2—On 2" Atlantic Light Poles



- Use only one section of the curved clamps—bend with hammer to fit the contour of the pole.
- Insert $2\frac{1}{2}$ " bolts through the holes in the back plate of the bracket. Attach clamp (bent to fit pole) to these bolts and tighten nuts securely to insure against the brackets turning on the pole.
- Keep center line of signs at 9'7" above base plate. Paint clamp and bracket to match pole.

3759 COMMISSION EXHIBIT NO. 400A-B.

Confidential

March 7, 1957

Memorandum

Re: Docket No. 6486—List C—Goodyear

Set forth below are comments with respect to the various items included in the Commission's typewritten request for material and data, undated, entitled "List C—Goodyear."

Item No.	Comments
5A.	Note: Goodyear has no knowledge or information whereby it can classify oil company retail outlets as "lessee, contract, etc." or oil company distributors as "consignees, etc."
5C(c).	Note: Column headed "Number of Retail Accounts" includes Goodyear dealers and associate dealers which are served by Goodyear stores.
5D.	Note: There is some duplication of associate dealers and dealers which cannot be avoided. Dealer figures do not include distributors or associate dealers served by Goodyear stores.
7A.	Note: There is a possibility of duplication in the number of stores acting as "O. C. S. D.'s" due to the fact that the same store may be acting as "O. C. S. D." for both the parent oil company and its subsidiaries or affiliates.
3760 7B.	Note: There is a possibility of duplication in the number of dealers acting as "O. C. S. D.'s" due to the fact that the same dealer may be acting as "O. C. S. D." for both the parent oil company and its subsidiaries or affiliates.

- 8A. Note: There is some duplication in items 2 (warehouses) and 4 (Goodyear dealers) which cannot be avoided.
- 8B. Note: Due to the fact that Goodyear districts overlap Atlantic Refining Company marketing regions and both companies' districts overlap state boundaries there are a number of states serviced by more than one warehouse.
- 8C. Note: Column headed "Total Number Dealers Signed" includes both Atlantic retailers and distributors.

Cahill, Gordon, Reindel & Ohl



COMMISSION EXHIBIT NO. 400C.

The Goodyear Tire & Rubber Company, Inc.

Domestic Sales Data

Contract Sales and Commissions to Oil Company Customers Under the Sales Commission Plan
Tires, Tubes, Batteries & Equipment and Other TBA Products

	1953		1954		1955		January 1, 1956 Thru June 20, 1956	
	Volume	Commission Paid	Volume	Commission Paid	Volume	Commission Paid	Volume	Commission Paid
Anderson-Prichard Oil Corp					\$ 356,815	\$ 29,817.38	\$ 420,090	\$ 34,065.24
Ashland Oil and Refining Company and Subsidiaries	\$ 1,000,549	\$ 89,747.66	\$ 979,491	\$ 90,442.94	1,524,068	134,069.55	850,452	75,745.61
Atlantic Refining Company	5,067,565	500,436.61	5,284,743	523,047.71	5,700,121	557,598.75	3,133,905	296,988.15
The Carter Oil Company	1,209,079	101,974.46	1,304,769	112,276.47	1,646,224	143,237.02	891,552	68,091.18
The Frontier Refining Company	225,269	18,877.02	164,659	13,695.38	30,293	2,487.77	—	—
Mid-Continent Petroleum Corp*	1,362,259	125,579.13	1,730,233	158,806.06	2,131,277	197,683.91	1,172,946	108,013.74
Quaker State Refining Co—Sterling Oil Div.	67,095	6,672.39	47,459	4,745.90	210,095	20,873.23	114,931	11,474.44
Richfield Oil Company and Rio Grande	533,681	52,308.57	482,469	47,853.48	549,740	54,248.51	256,072	25,150.33
The Shamrock Oil and Gas Corporation	461,647	42,250.52	556,965	49,792.15	605,061	52,421.77	323,031	26,631.50
Shell Oil Company and Subsidiaries	17,984,085	1,644,916.52	18,444,530	1,684,368.08	21,298,612	1,929,209.93	11,212,306	1,007,977.92
Sinclair Refining Co and Subsidiaries	1,699,655	156,664.39	1,649,932	153,236.85	2,052,435	187,212.94	576,304	47,864.10**
Total	\$29,600,884	\$2,739,427.27	\$30,645,250	\$2,838,065.02	\$36,104,741	\$3,308,860.76	\$18,861,598	\$1,702,002.21

* Effective May 16, 1955, this corporation became D-X Sunray Oil Company.

** Commission Earned Thru 6-20-56. Payment to be made at the end of the year.

1-7-57

(References as to other oil companies stricken as against Atlantic.)

3762 COMMISSION EXHIBIT NO. 400D-E.

Confidential

List C

Item 4

The Goodyear Tire & Rubber Company, Inc.

Summary of Sales and Commissions Covered by the Sales
Commission Plan With Atlantic Refining Company

Year and Month	Sales Volume	Commissions
June 21, 1951 thru July 20, 1951	\$303,319	\$29,616.51
July 21, 1951 thru August 20, 1951	237,297	23,534.90
August 21, 1951 thru September 20, 1951	239,745	23,410.93
September 21, 1951 thru October 20, 1951	244,563	23,942.50
October 21, 1951 thru November 20, 1951	267,658	26,095.83
November 21, 1951 thru December 31, 1951	297,342	28,983.53
January 1, 1952 thru January 20, 1952	235,148	23,557.54
January 21, 1952 thru February 20, 1952	264,676	25,899.71
February 21, 1952 thru March 20, 1952	206,193	20,259.45
March 21, 1952 thru April 20, 1952	264,709	26,063.68
April 21, 1952 thru May 20, 1952	325,333	32,240.81
May 21, 1952 thru June 20, 1952	306,398	30,227.26
June 21, 1952 thru July 20, 1952	451,616	44,723.73
July 21, 1952 thru August 20, 1952	466,773	45,935.58
August 21, 1952 thru September 20, 1952	444,167	43,701.60
September 21, 1952 thru October 20, 1952	391,857	38,715.83
October 21, 1952 thru November 20, 1952	370,975	36,284.98
November 21, 1952 thru December 31, 1952	388,046	38,132.88
January 1, 1953 thru January 20, 1953	359,563	35,578.73
January 21, 1953 thru February 20, 1953	363,740	35,932.35
February 21, 1953 thru March 20, 1953	282,375	27,994.15
March 21, 1953 thru April 20, 1953	311,233	30,549.25
April 21, 1953 thru May 20, 1953	461,429	45,556.33
May 21, 1953 thru June 20, 1953	460,834	45,718.48
June 21, 1953 thru July 20, 1953	491,075	48,258.25
July 21, 1953 thru August 20, 1953	530,202	52,224.83
August 21, 1953 thru September 20, 1953	569,430	56,593.23
September 21, 1953 thru October 20, 1953	435,578	43,182.95
October 21, 1953 thru November 20, 1953	441,971	43,675.38
November 21, 1953 thru December 31, 1953	360,135	35,172.68
January 1, 1954 thru January 20, 1954	409,801	40,727.33
January 21, 1954 thru February 20, 1954	466,977	46,146.23
February 21, 1954 thru March 20, 1954	355,699	35,070.58
March 21, 1954 thru April 20, 1954	354,330	35,126.80
April 21, 1954 thru May 20, 1954	354,904	35,072.78
May 21, 1954 thru June 20, 1954	481,401	47,751.98
June 21, 1954 thru July 20, 1954	562,388	55,524.45
July 21, 1954 thru August 20, 1954	463,372	45,834.58
August 21, 1954 thru September 20, 1954	412,389	40,859.30
September 21, 1954 thru October 20, 1954	480,761	47,478.98
October 21, 1954 thru November 20, 1954	478,928	47,554.00
November 21, 1954 thru December 31, 1954	463,793	45,900.70

3210

Commission Exhibit No. 400F-G.

3763

Year and Month	Sales Volume	Commissions
January 1, 1955 thru January 20, 1955	\$432,423	\$43,080.65
January 21, 1955 thru February 20, 1955	473,637	47,002.68
February 21, 1955 thru March 20, 1955	331,458	32,696.30
March 21, 1955 thru April 20, 1955	440,182	43,002.75
April 21, 1955 thru May 20, 1955	403,770	40,001.03
May 21, 1955 thru June 20, 1955	480,106	47,470.85
June 21, 1955 thru July 20, 1955	482,369	47,883.90
July 21, 1955 thru August 20, 1955	522,087	51,397.00
August 21, 1955 thru September 20, 1955	577,018	57,115.58
September 21, 1955 thru October 20, 1955	517,134	51,328.70
October 21, 1955 thru November 20, 1955	522,469	48,356.81
November 21, 1955 thru December 31, 1955	517,468	48,262.70
January 1, 1956 thru January 20, 1956	540,522	52,326.43
January 21, 1956 thru February 20, 1956	571,176	55,577.40
February 21, 1956 thru March 20, 1956	378,765	37,115.08
March 21, 1956 thru April 20, 1956	519,834	42,924.06
April 21, 1956 thru May 20, 1956	544,576	52,390.13
May 21, 1956 thru June 20, 1956	579,032	56,655.05

3764. COMMISSION EXHIBIT NO. 400F-G.

Confidential

List C

Item 5A

Number of Oil Company Accounts to Whom Sales Were
Made Subdivided by Retail Outlets and Distributors
With Dollar Volume of Sales to Each Class

Year	Number of Retail Outlets	Sales Volume (Dollar)	Number of Dis- tributor Outlets	Sales Volume (Dollar)
1950				
Ashland Oil Company	26	\$ 38,597	15	\$ 217,999
Atlantic Refining Company	104	121,142	3	44,436
Richfield Oil & Rio Grande	251	419,981	—	10,032
Shell Oil Co. & Subsidiaries	4,813	10,299,946	399	8,005,114
Sinclair Refining Company & Subsidiaries	945	997,186	67	127,077
Total	6,139	\$11,876,852	484	\$ 3,404,658
1951				
Ashland Oil Company	36	\$ 138,470	22	\$ 280,670
Atlantic Refining Company	1,003	2,232,588	23	213,220
Richfield Oil & Rio Grande	167	548,763	1	17,003
Shell Oil Co. & Subsidiaries	4,233	8,327,627	335	3,536,898
Sinclair Refining Company & Subsidiaries	963	1,137,544	104	264,541
Total	6,402	\$12,384,992	485	\$ 4,312,332

1952

Ashland Oil Company	78	\$ 526,668	35	\$ 411,455
Atlantic Refining Company	1,093	3,928,399	21	247,491
Carter Oil Company	52	25,389	83	110,900
Mid-Continent Petroleum Corp	218	343,403	55	156,800
Richfield Oil & Rio Grande	203	529,198	1	—
Shamrock Oil & Gas Corp	50	200,000	8	68,394
Shell Oil Co & Subsidiaries	4,074	11,522,537	340	5,083,133
Sinclair Refining Company & Subsidiaries	820	1,149,045	122	456,064
Total	6,588	\$18,224,639	665	\$ 6,534,237

1953

Ashland Oil Company	125	\$ 675,505	47	\$ 550,313
Atlantic Refining Company	1,254	4,814,768	21	252,797
Carter Oil Company	160	451,739	119	757,340
Mid-Continent Petroleum Corp	458	945,994	72	416,265
Quaker State Oil Refining Co	24	65,610	—	1,485
Richfield Oil & Rio Grande	194	521,299	1	2,382
Shamrock Oil & Gas Co	67	311,512	14	150,135
Shell Oil Co	4,913	12,483,882	368	5,500,203
Sinclair	923	1,167,610	155	532,045
Total	8,118	\$21,437,919	797	\$ 8,162,965

3765

Year	Number of Retail Outlets	Sales Volume (Dollar)	Number of Dis- tributor Outlets	Sales Volume (Dollar)
------	-----------------------------------	-----------------------------	--	-----------------------------

1954

Ashland Oil Company	166	\$ 637,953	45	\$ 506,197
Atlantic Refining Co	1,420	5,067,678	20	217,065
Carter Oil Company	188	614,961	98	688,808
Mid-Continent Petroleum Corp	595	1,182,755	81	547,478
Quaker State Oil Refining Co	23	47,459	—	—
Richfield Oil & Rio Grande	175	466,731	1	15,738
Shamrock Oil & Gas Co	67	326,383	26	230,582
Shell	4,845	12,568,831	392	5,875,699
Sinclair	799	1,179,678	133	470,254
Total	8,278	\$22,092,429	796	\$ 8,552,821

1955

Anderson-Prichard	79	\$ 122,274	37	\$ 234,541
Ashland Oil Co & Subsidiaries	260	965,904	50	588,457
Atlantic Refining Co.	1,790	5,385,834	22	314,287
Carter Oil Company	326	837,505	98	808,719
Mid-Continent Petroleum Corp*	797	1,569,304	89	561,973
Quaker State Oil Refining Co	30	208,278	—	1,817
Richfield Oil & Rio Grande	251	532,575	2	17,165
Shamrock Oil & Gas Co	68	309,175	48	295,886
Shell	5,931	14,292,735	401	7,005,877
Sinclair Refining Company & Subsidiaries	993	1,366,656	158	685,779
Total	10,525	\$25,590,240	905	\$10,514,501

1956 (First Six Months)

Anderson-Prichard	83	\$ 125,743	51	\$ 294,356
Ashland Oil Company	237	913,843	41	302,953
Atlantic Refining Co	1,419	2,982,272	21	151,633
Carter Oil Company	213	354,467	81	447,085
Quaker State Oil Refining Co	17	114,892	—	39
Richfield	212	246,194	—	9,878
Shamrock Oil & Gas Co	51	129,124	39	193,547
Shell	5,757	7,563,949	449	3,649,540
Sinclair	532	425,320	117	403,765
D-X Sunray	797	842,279	83	330,712
Total	9,318	\$13,698,083	882	\$ 5,783,238

* Effective May 16, 1955, this corporation became D-X Sunray.

(References as to other oil companies stricken as against Atlantic.)

3766 COMMISSION EXHIBIT NO. 400H-K.

Confidential

List C
Item 5C(c)

Number of Retail Accounts and Distributors Signed to
SCP Agreements for the Period June 1950
Thru June 1956

Name of Oil Company	Date (Year)	Accounts Signed	
		Number of Retail Accounts	Number of Distributors
Ashland Oil & Refining Company	1950	38	74
Atlantic Refining Company			
Philadelphia & New Jersey Region	1950	152	3
Richfield Oil Corporation	1950	310	—
Shell Oil Company	1950	7,599	499
Sinclair Refining Company	1950	1,307	77
Ashland Oil & Refining Company	1951	51	105
Atlantic Refining Company			
New England Region	1951	604	3
New York Region	1951	423	19
Philadelphia & New Jersey Region	1951	310	1
Total Atlantic—All 3 Regions		1,337	23
Richfield Oil Corporation	1951	204	1
Shell Oil Company	1951	6,763	407
Sinclair Refining Company	1951	1,348	108
Ashland Oil & Refining Company	1952	118	138
Atlantic Refining Company			
New England Region	1952	644	3
New York Region	1952	431	17
Philadelphia & New Jersey Region	1952	261	1
Total Atlantic—All 3 Regions		1,336	21
The Carter Oil Company	1952	96	123
Mid-Continent Petroleum Corp	1952	541	68
Richfield Oil Corporation	1952	241	1

3767

Name of Oil Company	Date (Year)	Accounts Signed	
		Number of Retail Accounts	Number of Distributors
The Shamrock Oil & Gas Corp	1952	69	9
Shell Oil Company	1952	7,581	441
Sinclair Refining Company	1952	1,154	165
Ashland Oil & Refining Company	1953	221	162
Atlantic Refining Company			
New England Region	1953	658	3
New York Region	1953	479	18
Philadelphia & New Jersey Region	1953	383	—
Total Atlantic—All 3 Regions.....		1,520	21
The Carter Oil Company	1953	221	119
Mid-Continent Petroleum Corp	1953	718	81
Quaker State Oil Refining Company	1953	75	—
Richfield Oil Corporation	1953	287	1
The Shamrock Oil & Gas Corporation	1953	86	17
Shell Oil Company	1953	7,426	454
Sinclair Refining Company	1953	1,334	184
Ashland Oil & Refining Company	1954	345	173
Atlantic Refining Company			
New England Region	1954	742	2
New York Region	1954	487	17
Philadelphia & New Jersey Region	1954	554	1
Total Atlantic—All 3 Regions.....		1,783	20
The Carter Oil Company	1954	270	117
Mid-Continent Petroleum Corp	1954	866	100
Quaker State Oil Refining Co	1954	87	—
Richfield Oil Corporation	1954	241	1

3768

The Shamrock Oil & Gas Corp	1954	80	31
Shell Oil Company	1954	7,074	466
Sinclair Refining Company	1954	1,115	186
Anderson-Prichard Oil Corp	1955	104	39
Ashland Oil & Refining Company	1955	465	155
Atlantic Refining Company			
New England Region	1955	1,005	4
New York Region	1955	558	19
Philadelphia & New Jersey Region	1955	620	2
Total Atlantic—All 3 Regions.....		2,183	25
The Carter Oil Company	1955	398	125
D-X Sunray Oil Company	1955	1,150	113
Quaker State Oil Refining Company	1955	89	—
Richfield Oil Corp	1955	325	2
The Shamrock Oil & Gas Corp	1955	84	49
Shell Oil Company	1955	8,361	519
Sinclair Refining Company	1955	1,419	198

Name of Oil Company	Date (Year)	Accounts Signed	
		Number of Retail Accounts	Number of Distributors
Anderson-Prichard Oil Corp	Jan-June 1956	130	55
Ashland Oil & Refining Co	1956	517	162
Atlantic Refining Co			
New England Region	1956	710	3
New York Region	1956	547	21
Philadelphia & New Jersey Region	1956	679	—
Total Atlantic—All 3 Regions.....		1,936	24
The Carter Oil Company	1956	335	119
D-X Sunray Oil Company	1956	1,357	113

3769

Name of Oil Company	Date (Year)	Accounts Signed	
		Number of Retail Accounts	Number of Distributors
Quaker State Oil Refining Co	1956	82	—
Richfield Oil Corporation	1956	300	—
The Shamrock Oil & Gas Corp	1956	70	41
Shell Oil Company	1956	9,248	556
Sinclair Refining Co	1956	805	169

(Reference as to other oil companies stricken as against Atlantic.)

3770

COMMISSION EXHIBIT NO. 400L.

Confidential

List C
Item 5D

Number of Associate Dealers and Dealers Signed Under
Each SCP Agreement as of June 1956

Oil Company	Number of Associate Dealers	Number of Dealers
Anderson-Prichard	87	79
Ashland & Subsidiaries	467	400
Carter	311	260
D-X Sunray	1,059	915
Quaker State	78	82
Richfield	3	300
Shamrock	53	64
Shell	9,467	6,510
Sinclair	190	672
Atlantic	2,500	1,272

(References as to other oil companies stricken as against Atlantic.)

3771 COMMISSION EXHIBIT NO. 400M.

Confidential

List C

Items 7A & 7B

Total Number of Goodyear Service Stores and Goodyear Independent Dealers in Oil Company Marketing Area and Total Number Thereof Acting as O.C.S.D.'s

Oil Companies	Number of Stores	Number Acting as O.C.S.D.'s	Number of Dealers	Number Acting as O.C.S.D.'s
Anderson-Prichard	116	19	3,825	28
Ashland & Subsidiaries	120	34	2,387	87
Carter	18	5	1,509	73
D-X Sunray	240	95	6,772	162
Quaker State	20	1	482	14
Richfield	56	—	1,691	3
Shamrock	70	1	1,717	25
Shell	446	264	10,756	679
Sinclair	452	15	10,963	10
Atlantic	49	34	1,155	128

(References to other oil companies stricken as against Atlantic.)

3772 COMMISSION EXHIBIT NO. 400N.

Confidential

List C

Item 8A

Number of Atlantic Refining Company Retail Outlets and Distributors to Whom Shipments of TBA Products Are Made as of June 30, 1956

	Atlantic Refining Company Retail Outlets	Atlantic Refining Company Distributor Outlets
1. Factory	None	None
2. Warehouse	1,007	22
3. Goodyear Stores	412	None
4. Goodyear Dealers	1,139	None
5. Atlantic Refining Company Dealers Acting as O.C.S.D.'s	477	None

3216. Commission Exhibit No. 400-O.

3773 COMMISSION EXHIBIT NO. 400-O.

Confidential

List C

Item 8B

Location of Goodyear District Warehouses Making Direct Shipments To Atlantic Dealers and Distributors

Boston, Massachusetts
Hartford, Connecticut
New York, New York
Albany, New York
Buffalo, New York
Syracuse, New York
Philadelphia, Pennsylvania
Newark, New Jersey

NUMBER OF ATLANTIC REFINING COMPANY DEALERS AND DISTRIBUTORS RECEIVING DIRECT SHIPMENTS, THEIR LOCATION BY STATE AND THE GOODYEAR DISTRICT WAREHOUSES WHERE SHIPMENTS ORIGINATED.

State	Dealers	Distributors	District Warehouses
New Hampshire	14	—	Boston
Massachusetts	302	—	Boston, Albany & Hartford
New York	381	19	Newark, Albany, Buffalo & New York City
Vermont	1	1	Albany
Rhode Island	67	—	Boston
Connecticut	184	2	Hartford, Boston & New York City
New Jersey	140	—	Newark & Philadelphia
Pennsylvania	330	—	Philadelphia

The above data are as of June 30, 1956.

Confidential

List C
Item 8C
Page 1.

Statistical Data As To Number Of Atlantic Refining Company Dealers
Signed Under SCP, Volume Of Sales, Commissions

	New England Region			New York Region			Philadelphia & New Jersey Region		
	Total Sales TBA	Total Commission	Total Number Dealers Signed	Total Sales TBA	Total Commission	Total Number Dealers Signed	Total Sales TBA	Total Commission	Total Number Dealers Signed
1950									
June							\$ 271	\$ 27.10	
July							13,344	1,344.40	
August							35,118	3,492.63	
September							27,188	2,195.93	
October							25,864	2,424.96	
November							21,366	1,881.88	
December							42,427	4,090.03	
Total							\$ 165,578	\$ 15,456.92	155
1951									
January							\$ 7,924	\$ 658.65	
February							19,614	1,888.35	
March							22,024	2,086.85	
April							104,144	10,256.28	
May							163,444	16,174.83	
June							117,727	11,708.18	
July							138,868	13,866.50	
August							116,863	11,646.63	
September							94,179	9,338.45	
October							107,398	10,689.26	
November							115,456	11,406.85	
December							123,857	12,076.20	
Total	\$ 688,300	\$ 66,980.74	607	\$ 626,010	\$ 60,502.62	442	\$ 1,131,498	\$ 111,767.03	311
1952									
January	\$ 59,452	\$ 6,178.13		\$ 59,198	\$ 5,774.43		\$ 116,498	\$ 11,604.98	
February	88,364	8,476.10		63,006	6,165.80		113,245	11,257.80	
March	73,990	7,204.00		47,372	4,667.28		84,890	8,483.58	
April	82,065	8,015.95		89,005	8,784.23		93,039	9,263.50	

Commission Exhibit No. 400P-R.

3217

	New England Region				New York Region				Philadelphia & New Jersey Region			
	Total Sales TBA	Total Commission	Total Dealers Signed	Total Sales TBA	Total Commission	Total Dealers Signed	Total Sales TBA	Total Commission	Total Sales TBA	Total Commission	Total Dealers Signed	Total Sales TBA
1952—Cont'd												
May	\$ 106,085	\$ 10,487.08		\$ 81,999	\$ 8,059.48		\$ 137,249	\$ 13,694.25				
June	116,754	11,481.68		75,821	7,415.23		173,823	17,330.35				
July	130,012	12,769.03		105,962	10,431.90		215,642	21,522.80				
August	133,413	14,905.25		104,119	10,203.83		209,241	20,826.50				
September	139,245	13,523.40		117,349	11,504.90		187,573	18,673.30				
October	115,965	11,341.25		91,731	8,987.00		184,161	18,352.18				
November	112,958	10,945.86		102,553	9,948.98		155,466	15,390.20				
December	137,904	13,475.07		102,810	10,002.73		147,391	14,655.08				
Total	\$1,316,207	\$128,802.80	647	\$1,041,585	\$101,935.74	448	\$1,818,098	\$181,004.52			262	
1953												
January	\$ 94,686	\$ 9,266.28		\$ 80,817	\$ 8,819.15		\$ 175,050	\$ 17,493.30				
February	100,302	9,872.45		86,762	8,490.95		176,676	17,578.95				
March	89,537	8,850.33		62,158	6,115.87		130,680	13,027.95				
April	106,183	10,294.70		70,125	6,787.42		134,925	13,467.13				
May	143,060	14,049.78		112,007	10,896.58		206,362	20,609.97				
June	154,634	15,290.95		98,134	9,637.83		208,066	20,789.70				
July	131,956	12,729.13		134,580	13,082.80		224,539	22,435.72				
August	178,067	17,346.35		150,564	14,797.55		201,571	20,080.93				
September	159,961	15,861.20		138,408	13,630.70		271,061	27,095.33				
October	124,051	12,225.57		110,118	10,825.73		201,409	20,131.65				
November	132,657	12,989.80		131,828	12,941.90		177,466	17,743.68				
December	131,371	12,879.95		101,547	9,579.45		127,217	12,713.28				
Total	\$1,546,475	\$151,056.49	661	\$1,286,048	\$125,621.93	497	\$2,235,042	\$223,167.59			383	
1954												
January	\$ 88,976	\$ 8,828.63		\$ 125,118	\$ 12,371.52		\$ 195,707	\$ 19,527.18				
February	87,967	8,652.23		109,459	10,538.90		269,551	26,955.10				
March	107,835	10,377.30		72,382	7,102.80		175,482	17,580.48				
April	111,398	11,049.78		83,761	8,217.00		159,171	15,860.02				
May	108,413	10,222.08		92,841	8,989.15		158,650	15,861.55				
June	142,923	14,126.08		107,207	10,496.53		231,271	23,126.37				

Commission Exhibit No. 400P-R.

3219

New England Region				New York Region				Philadelphia & New Jersey Region			
	Total Sales TBA	Total Commission	Total Number Dealers Signed	Total Sales TBA	Total Commission	Total Number Dealers Signed		Total Sales TBA	Total Commission	Total Number Dealers Signed	
1954—Cont'd											
July	\$ 154,781	\$ 15,073.88		\$ 147,289	\$ 14,430.35			\$ 200,318	\$ 26,020.22		
August	144,430	14,217.63		181,109	12,839.92			187,883	18,777.03		
September	119,271	11,736.40		107,611	10,572.20			185,507	18,550.70		
October	120,147	11,044.88		147,460	14,518.72			213,154	21,315.38		
November	141,041	13,960.50		121,746	12,066.10			215,541	21,527.40		
December	161,674	16,076.40		119,465	11,562.10			182,654	18,262.20		
Total	\$1,484,456	\$145,908.79	744	\$1,365,448	\$133,705.29	504		\$2,434,839	\$243,373.63	555	
1955											
January	\$ 81,400	\$ 8,127.38		\$ 102,553	\$ 10,128.22			\$ 248,470	\$ 24,825.05		
February	126,916	12,623.83		94,741	9,182.55			251,980	25,196.39		
March	84,740	8,201.40		87,359	8,570.63			159,359	15,924.27		
April	141,559	13,941.97		109,279	10,646.65			189,344	18,928.63		
May	134,496	13,242.93		98,723	9,805.02			169,551	16,953.08		
June	134,206	13,255.47		133,159	12,950.00			212,681	21,265.18		
July	135,510	13,459.70		115,719	11,315.80			231,140	23,108.40		
August	150,589	14,589.45		137,844	13,445.62			233,654	23,361.93		
September	158,050	15,564.32		165,764	16,231.38			253,204	25,319.88		
October	132,293	12,878.28		143,775	13,890.02			241,066	24,103.85		
November	186,538	15,308.31		121,826	11,817.00			214,065	21,231.50		
December	224,617	19,553.94		101,162	9,801.76			191,689	18,907.00		
Total	\$1,690,974	\$160,746.98	1,009	\$1,412,404	\$137,784.65	577		\$2,596,743	\$259,125.07	622	
1956											
January	\$ 136,639	\$ 12,585.33		\$ 132,839	\$ 12,782.83			\$ 271,044	\$ 26,958.27		
February	155,501	14,331.21		104,284	10,159.97			311,391	31,086.22		
March	106,707	10,115.10		84,085	8,254.96			187,973	18,745.02		
April	163,340	15,517.61		127,990	12,107.36			228,504	22,799.09		
May	167,695	15,539.17		139,486	13,180.83			237,395	23,670.13		
June	186,547	17,640.07		132,621	13,108.93			259,864	25,906.05		
Total	\$ 916,429	\$ 85,728.49	713	\$ 721,305	\$ 69,594.88	568		\$1,496,171	\$149,164.78		

3220

Commission Exhibit No. 400S.

3777

COMMISSION EXHIBIT NO. 400S.

List C

Confidential

Item 8D

Commission Sales By Product Classification
By Atlantic Refining Company Marketing Regions
June 1950 Thru June 1956

	Total Tires and Tubes	Batteries (Including "X" and Cables)	Miscellaneous Repair & Recap Materials	Car & Home Accessories	Total
New England					
1950	—	—	—	—	—
1951	\$ 439,837	\$ 109,872	—	\$ 138,591	\$ 688,300
1952	899,644	163,002	—	253,561	1,316,207
1953	1,048,017	194,192	—	304,266	1,546,475
1954	989,907	173,552	—	320,997	1,484,456
1955	1,036,002	201,047	\$ 82,006	371,919	1,690,974
1956	594,057	76,036	62,183	184,153	916,429
Total	\$5,007,464	\$ 917,701	\$144,189	\$1,573,487	\$ 7,642,841
New York					
1950	—	—	—	—	—
1951	\$ 466,499	\$ 58,035	—	\$ 101,476	\$ 626,010
1952	799,691	102,962	—	138,932	1,041,585
1953	989,149	113,118	—	183,781	1,286,048
1954	1,033,714	131,344	—	200,390	1,365,448
1955	1,069,464	130,760	\$ 6,353	205,827	1,412,404
1956	548,974	58,898	13,840	99,593	721,305
Total	\$4,907,491	\$ 595,117	\$ 20,193	\$ 929,999	\$ 6,452,800
New Jersey & Philadelphia					
1950	\$ 119,085	\$ 21,375	—	\$ 25,118	\$ 165,578
1951	696,739	178,536	—	256,222	1,131,498
1952	1,168,655	259,828	—	359,516	1,818,098
1953	1,375,028	325,314	—	534,700	2,235,042
1954	1,458,993	362,389	—	613,457	2,434,839
1955	1,539,426	362,551	\$ 28,507	666,259	2,596,743
1956	1,017,137	143,365	12,517	323,152	1,496,171
Total	\$7,375,063	\$1,653,458	\$ 41,024	\$2,808,424	\$11,877,969

3221

FEDERAL TRADE COMMISSION

Statement of HERMAN SARTOFF DOCKET NO. 62-100 EXHIBIT NO. 12
Trading as " " IN THE MATTER OF Indepco Oil
Located at 400 W. F. FORT ST. DATE 7/1/57 WITNESS Sartoff
1100 E. 1st St. Kansas City A.E. REPORTING CO., Official Reporter
By Herman
1. Contractual arrangement with oil company _____

1. Contractual arrangement with oil company

2. Estimated Monthly Volume: Gasoline

TBA

- ### 3. T.B.A.: Brands, Suppliers and Prices:

a) Tires

b) Batteries

c) Accessories

4. Particulars on T.B.A. line

I certify that the information recorded above and which I have read, was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission, whose name appears below, and said information is, to the best of my knowledge, factual and correct.

Attorney Examiner
Federal Trade Comm. on

1953

FEDERAL TRADE COMMISSION
Washington, D. C.

Statement of Adeline Lepore
 Trading as Attention Service S. B. Co.
 Located at 212 and Howard Street

1. Contractual arrangement with oil company

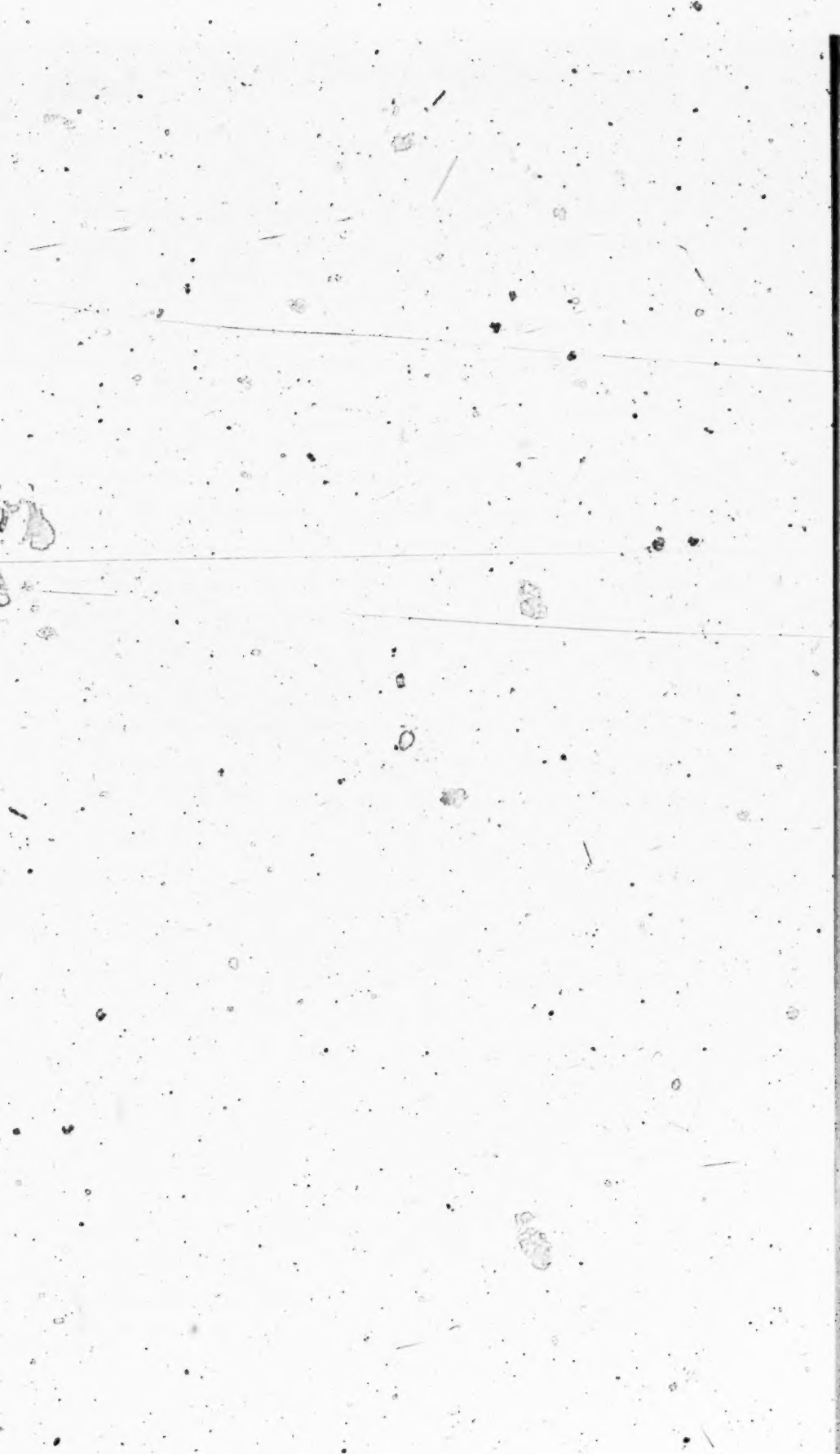
Leased - 1 yr.
30 day cancellation clause
1/4¢ per gal - 10¢ per gal min.
\$12.50

FEDERAL TRADE COMMISSION
 DOCKET NO. 6186
 IN THE MATTER OF Attention Service S. B. Co.
 DATE 7/1/47 WITNESS Adeline Lepore
 ACS REPORTING CO. OFFICIAL REPORTER

2. Estimated Monthly Volume: Gasoline 10,000 TBA approx 70

3. T.B.A.: Brands, Suppliers and Prices:

- a) Tires primarily Firestone
 b) Batteries Eveready primarily
 c) Accessories miscellaneous



4. Particulars on T.B.A. line

Operated at this location
for 9 yrs - Atlantic has never
lost the business handle
either business of T.B.A. during that
time -

Of course this is a bad
corner for a gas station - for T.B.A. is
not good because off fire line
went down the block - but not in
a position to bargain - and offered
to sell on credit? for 3 months

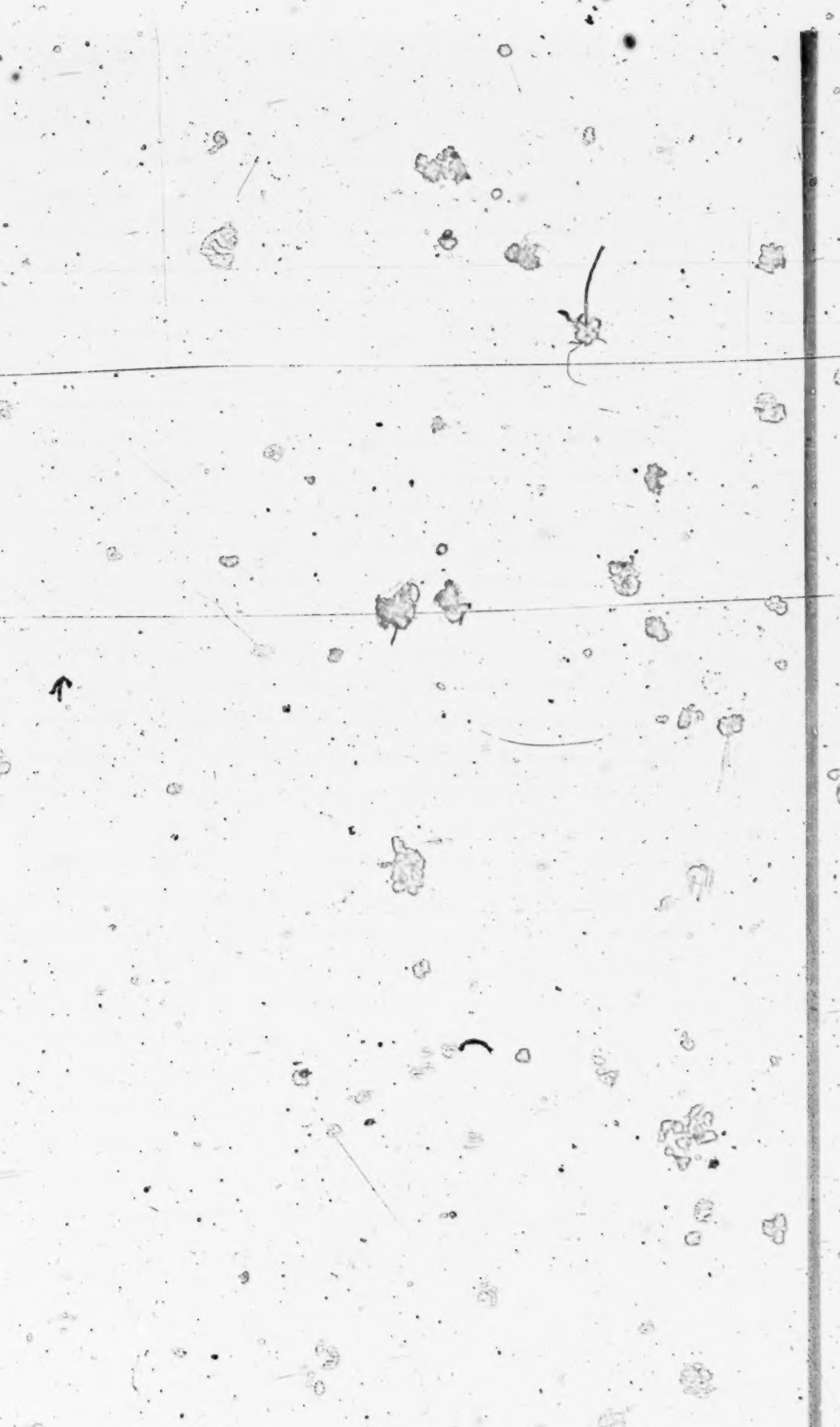
But handle much T.B.A. -
owner had some difficulty in getting
from Atlantic on brand of 1934. It had
no value -

It may be that Atlantic is old
to have any operation at this location
or he can make it pay or all

I certify that the information recorded above and which I have read, was
given by me in response to the questions of the Attorney Examiner, Federal
Trade Commission, whose name appears below, and said information is, to the
best of my knowledge, factual and correct.

Bertley T. Conway
Attorney Examiner
Federal Trade Commission

Cham C. Loganskie 1953



FEDERAL TRADE COMMISSION
WASHINGTON, D. C.

FEDERAL TRADE COMMISSION

DOCKET NO. 6446 COMMISSION EXHIBIT NO. 482

IN THE MATTER OF Anderson's Tire & RubberDATE 7/1/57 WITNESS Robert

ACE REPORTING CO., General Reporter

By Robert

Statement of _____

Trading as _____

Located at _____

1. Type of outlet _____

Terms of Lease _____

Terms of Sales Contract _____

Credit Cards _____

2. Brands of TBA carried _____

Tires and tubes _____

Batteries _____

Other TBA _____

Remarks: _____

3. Estimated monthly volume: Gasoline _____ gals.

TBA _____ dollars

4. TBA suppliers _____

Tires _____

Price information _____

Batteries _____

Price Information _____

3226

(Cont.)

Other TBA _____

Price Information _____

5. Reason for choosing line of TBA carried; _____

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge, factual and correct.

Attorney Examiner
Federal Trade Commission

4076

1953

COMMISSION EXHIBIT NO. 483.

3227

FEDERAL TRADE COMMISSION
WASHINGTON, D. C.FEDERAL TRADE COMMISSION
DOCKET NO. 6486
IN THE MATTER OF Greyhound
DATE 7/8/58 WITNESS Casley
ACE REPORTING CO. Official Reporter

Statement of

RUSSELL E. COOLEY

Trading as

RUSS COOLEY ATL

Located at

1134 CHENANGO STBINGHAMTON, N.Y. (PORT DICKINSON)

1. Type of outlet.

Class II - Leased

Terms of Lease

Since 2/1/52 - under 3 year lease - max leaseat this location for 7 yrs. up until '53, year to year leaseand each year - rent increased, and wash roomadded in 1950, rent also increased. Now two times as

Credit Cards

Authorized credit card dealer - State that

2. Brands of TBA carried

Tires and tubes

Edgely & Co. (doesn't replace Le. Truck)

Batteries

Edgely & Co. (only at Edgely & Co.)

Other TBA

Edgely & Co. (only at Edgely & Co.)

Remarks:

Edgely & Co. (only at Edgely & Co.)

3. Estimated monthly volume: Gasoline

15,000

gals.

TBA

\$ 800

Dollars per mo.

TBA suppliers

Edgely & Co. (only at Edgely & Co.)

Tires

Edgely & Co. (only at Edgely & Co.)

Price information

"C" dealer - 70% off list

Batteries

Edgely & Co. (only at Edgely & Co.)

Price information

Edgely & Co. (only at Edgely & Co.)

FEDERAL TRADE COMMISSION

DOCKET NO. 6486 COMMISSION EXHIBIT NO. 483

IN THE MATTER OF GreyhoundDATE 7-8-58 WITNESS Casley

ACE REPORTING CO. Official Reporter

By J.M.

4077

4. (Cont.)

Other TBA

Whipple's Auto SupplyPurchaser of TBA from Edg. Eater Store

Price Information

Start time to suit in the competition of
service store, generally, wanted to sell TBA (Whipple's) to
French & Sons, but they were wanted to sell a better price
than dealer could offer in his list was \$9.00 - store sold for \$8.00
thru us for us but could buy twice from the dealer

5. Reason for choosing line of TBA carried:

In 1950, ARC Dist. Mgr. contacted Edg. Eater
for TBA, explained that ARC wanted TBA business
Mr. Russell, ARC salesman together with Edg.
representative, would like to see Whipple's TBA
never handled before. "But is" supposed to
handle Edg. TBA. Changed in 1950 from the time Edg.
ARC salesman installed Edg. was then
deals - didn't ask for dealer's permission
- could find out how many of them had anything
to do with handling Edg. TBA, by putting up other
advertising
- Made us simplify the arrangement
that Edg. wants to handle supply TBA. ARC was not
at waste discontinue. Survey conducted by ARC that
Edg. was more favorable
- Edg. ARC collects rent - rent is payable
by the 10th of each mo.

At present 4 dealers transferred - Coast & Kingsley St. (Henderson)
now in business & ready. ARC wants to see - per request
to look over factory; (2) Ebenezer Robinson (Carl); (3) Kinney St.
(Pomona St.) (4) Penna & Vashill, formerly operated by J. King
about 1950 - co. employee in competition with Edg.
employee has charge of operating & personally of Edg. no
is responsible to former as sales assistant.

I certify that the information recorded above and which I have read was given by
 me in response to the questions of the Attorney Examiner, Federal Trade Commission
 whose name appears below, and said information is to the best of my knowledge
 factual and correct.

Russ Cooley

1/8/1953

Charles L. Hickey
 Attorney Examiner
 Federal Trade Commission

page 3

4. (Cont.)

Other TRA _____

Price Information _____

5. Reason for choosing line of TRA carried: _____

Does not know how flat rental is calculated.

Wife is put in everything & sales of everything except the sale of gasoline. Flat rental is now \$1.50 plus 6% of "gross" - subject to "increased" of \$5.00 per quarter.

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

Paul Crowley

12/5 1953

George H. Lusk
Attorney Examiner
Federal Trade Commission

4079



U-4845-10

11

FEDERAL TRADE COMMISSION
 IN THE MATTER OF *WILLIAM J. BROWN*
 DATE *7-58* RECEIVED
 BY *WILLIAM J. BROWN*
 ACE REPORTING CO., OFFICE REPORTING
 CONTRIBUTING
 (*)

4. (Cont.)

Other TBA

Usual accessories - Trans. oil filters
 P.D. hoses & chemical (Edgys); Edgys fan belts

Price Information

The thing that busts is this - Huded states that he is being told by former the bus is never open and TBA handled. It is not like running over him in as it is supposed to be, when you are told what to do.

5. Reason for choosing line of TBA carried:

No pressure as such -

Dealer stated that the Edgys set-up at first made him mad. Thinks he should get 50% ARC is getting. He believes it is 50% laborer don't sell.

Change came about 2 yrs ago. All customers had Lee & Eadie; dealer kept stalling change & went onto Lee heavy & distributed. Lee to 55 lbs who were without some of supply. Finally Edgys took care by (as per from his truck) took down Lee signs and replaced with Edgys. Can't install now & everything in perfect. How long do you think we would be in business if we had signs up to Lee out front or showed Lee. Live in service station. Take hands, because - for some of previous. OK. Takes a little more time. How conduct Lee live business - shows them in garage. Big volume down in Edgys - could buy Lee signs cheaper. Would not be here too long, I want to see. With Edgys, a cut & dried purchase description. I said 50% going to ARC. I would be happy for that 50% bank has been bargain with Lee & Huded. "How"

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

Leah Huded 12/8 1953

Richard L. Luby
 Attorney Examiner
 Federal Trade Commission

Page 2
(Cont.)

Other TBA That rental probably would be higher if TBA sales were lower. This place is an exception.

Price Information Partnership operation - leased only to Frank R. Buongiorno. Partner is Frank Ray. - registered partnership.

5.2 Reason for choosing time of TBA certified:

Also A.R.C. has been asking dealer to cut prices. When A.R.C. had held over S.S. @ Court St., opened it; the price was lowered to "gas parity" - other dealers followed. This dealer has breaded to meet the price. Will come to a showdown.

- Minor repairs done in service station.
- Perurol stored in bedroom.

credit card delivery tickets - mailed to Syracuse & check for same returned.

Believes credit card sales limited to 1/2 day to 1/2 day, & accessories when other service (see) delivery tickets & identification as 1/2 day.

What other service is there for all A.R.C. construction's handling 1/2 day TBA.

At Dealers who moved to 1st day

Klein's Inc. - Main & Broadway previously

Howard Bros. - Court St (attraction from A.R.C.)

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

Frank Buongiorno

12/8/1953

Skinner Lipsky
Attorney Examiner
Federal Trade Commission

4083

4085

COMMISSION EXHIBIT NO. 485A.

Atlantic

The Atlantic Refining Company
Incorporated—1870
Petroleum Products

W. R. Holland
Manager of Marketing
Southern Region

1112 South Boulevard
Charlotte 1, N. C.

August 29, 1958

Registered Mail
Return Receipt Requested

RM-WRH
B-3191 Lease Agreement

Mr. James W. Siewierski
Atlantic Service Station
U. S. Route #40
Edgewood, Maryland

U. S. Route #40
Edgewood, Maryland

Dear Mr. Siewierski:

Please take notice that your lease dated September 30, 1956 and extension agreement dated September 24, 1957 covering the Atlantic Service Station on U. S. Route #40, Edgewood, Maryland, will expire September 30, 1958.

Although this lease requires no prior notice from Atlantic, we are nevertheless giving you thirty days notice that the lease will not be renewed at its expiration date of September 30, 1958.

Yours very truly,
The Atlantic Refining Company,
By: W. R. Holland,
Regional Manager of Marketing.

WRH/mel

CC: Messrs. H. M. Hathaway
B. McMillan.

3234

Respondent's Exhibit No. A1.

4086

COMMISSION EXHIBIT NO. 485B.

(Facsimile of Envelope of Registered Letter)

Atlantic Safety-Service Lubrication

Atlantic
The Atlantic Refining Co.
Incorporated-1870
P. O. Box 1629
Charlotte 1, N. C.

Postage Stamp
Charlotte N. C.
Aug. 29 '58
U. S. Postage 64¢
P.B. Meter 107353

Registered Mail
Return Receipt Requested

Mr. James W. Siewierski
Atlantic Service Station
U. S. Route #40
Edgewood, Maryland

Stamped: Registered Return Receipt Requested 2147

4138

RESPONDENT'S EXHIBIT NO. A1.

Atlantic

This Lease, entered into as of the 1st day of Oct., 1954, by and between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Lessor" and John Chambers hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at Chester Pike and Clifton Avenue in Sharon Hill, County of Delaware, State of Pennsylvania, more particularly described as follows:

All That Certain piece or parcel of land Situate in the Borough of Sharon Hill, County of Delaware, Commonwealth of Pennsylvania, more particularly described as follows:

Beginning at the intersection of the Northwestern side of Chester Pike and the Southwestern side of Clifton Avenue; thence (1) Southwestwardly along said Chester Pike 156 feet more or less to a point; thence (2) Northwestwardly along Florence Avenue 106 feet more or less to a point; thence (3) Northeastwardly 160 feet more or less to a point; thence (4) Southeastwardly along Clifton Avenue 107 feet more or less to the point and place of beginning.

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2—The term of this lease shall begin on the 1st day of October, 1954, and end on the 31st day of December, 1954, subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay rental at the rate of one and one-half

cents (1½¢) per gallon on each gallon of gasoline or motor fuel delivered to the leased premises during the continuance of this lease; provided, however, that the minimum rental payable during each calendar month shall be Two Hundred Seventy-Five Dollars (\$275.00), such minimum rental to be payable on a pro rata basis for any portion of a calendar month during which this lease is in effect; and provided further, that the maximum rental payable for each complete calendar quarter during which this lease remains in effect and ending on the last days of March, June, September and December shall be respectively \$....., \$....., \$..... and \$1200.00. Rental shall become due at the time gasoline or motor fuel is delivered to the leased premises and shall be paid not later than twelve (12) hours thereafter. The minimum monthly rental, when applicable, shall be payable on or before the last day of each calendar month. Lessee shall maintain on a current basis accurate records of all gasoline or motor fuel delivered to the leased premises, and Lessor shall have the right to audit such records at all reasonable times to verify rentals payable hereunder.

5—Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cess-pool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charge levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and rea-

sonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable thereto 4139 as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability, provided, however,

that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts

which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

16—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

17—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at 260 S. Broad Street, Philadelphia 1, Pennsylvania and to Lessee at the leased premises.

19—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

3240

Respondent's Exhibit No. A-2.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company

By J. O. Estlow,

Regional Manager of Marketing.

Witnesses:

John Chambers.

H. H. Millerick,

J. F. Muldoon.

Gaa MB 10/13/54

4140

RESPONDENT'S EXHIBIT NO. A-2.

. Atlantic

.Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and John Chambers of Sharon Hill, State of Pennsylvania hereby agree that their certain Lease Agreement dated Oct. 1, 1954 affecting premises situated at Chester Pike and Clifton Avenue in Sharon Hill County of Delaware, State of Pennsylvania shall by mutual consent expire as of November 28, 1954, because Dealer going with competitive oil company.

In Witness Whereof the parties hereto have duly executed this agreement as of the 29th day of Nov. 1954.

The Atlantic Refining Company

By J. O. Estlow.

Regional Manager of Marketing

John Chambers.

Witnesses:

H. H. Millerick

Steven Petrisen.

B-765 11/53

4141 **RESPONDENT'S EXHIBIT NO. A-3.**

A. R. Tombson:

Lease expiration is 3/31/53—this letter is due notice.

N. F. N.

February 26, 1953

To the Atlantic Refining Co.,
260 S. Broad Street,
Phila. 1, Penna.

Gentlemen:

You are hereby notified, in accordance with the terms of your lease of the parcel of land upon which is located your Service Station, located at 9th Street, Concord & Kerlin Avenues; in the City of Chester, Delaware County, Pennsylvania, that I desire to determine the lease of said property at the end of the term thereof, to wit: at the end of the 31st day of March, 1953, and that the lease will end at that time; and that thereupon I will deliver up and surrender possession of the said premises to you in accordance with the terms of said lease.

Very truly yours,
John Pollack.

JP:RRW

R-ex-A;3-id

3242

Respondent's Exhibit No. A-4.

4142

RESPONDENT'S EXHIBIT NO. A-4.

B-765 11/53

Atlantic

Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and Elmer H. Booz, Jr. of Ogden, State of Pennsylvania, hereby agree that their certain Lease Agreement dated June 14, 1956, affecting premises situated at Naamans Creek and Meeting House Roads in Ogden (Upper Chichester Twp.), County of Delaware, State of Pennsylvania, shall by mutual consent expire as of November 14, 1956, because Dealer received better offer from competition.

In Witness Whereof the parties hereto have duly executed this agreement as of the 15th day of Nov., 1956.

The Atlantic Refining Company

By: J. O. Estlow,

Regional Manager of Marketing

Elmer H. Booz, Jr.

Witnesses:

H. A. Millerick

Steven Petrisson

B-765 11/53

(Respondents' Exhibit A5 was withdrawn and admitted as C-X 101 Z21 through Z27.)

4143 **RESPONDENT'S EXHIBIT NO. A-6.**

Atlantic

B-765 11/53

Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and James Parag, 505 So. Market St. of Wilmington, State of Delaware, hereby agree that their certain lease Agreement dated Aug. 1, 1955, affecting premises situated at 505 So. Market St., in Wilmington, County of New Castle, State of Delaware, shall by mutual consent expire as of Janpary 3, 1956, because leaving state to open business interests in Florida.

In Witness Whereof the parties hereto have duly executed this agreement as of the 2nd day of November, 1955.

The Atlantic Refining Company

By:

James Parag

Witnesses:

F. E. Jones

B-765 11/53

4144 **RESPONDENT'S EXHIBIT NO. A-7.**

Atlantic

B-765 11/53

Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and James Parag, of Wilmington, State of Delaware, hereby agree that their certain Lease Agreement dated Aug. 1, 1955, affecting premises situated

at 505 South Market Street, in Wilmington, County^{of} New Castle, State of Delaware, shall by mutual consent expire as of March 8, 1956, because not sufficient capability to operate this type of business.

In Witness Whereof the parties hereto have duly executed this agreement as of the 2nd day of March, 1956.

The Atlantic Refining Company

By: M. E. Lewis.

James Parag

Witnesses:

R. E. Stevens

F. E. Jones

B-765 11/53

4147 RESPONDENT'S EXHIBIT NO: A-10A-C

I, Fred Koehler, make the following statement this 27th day of March, 1953:

I lease a service station from The Atlantic Refining Company at North and Woodbrook Avenues. I have been in this location for 12 years and prior to that time was a truck driver for Atlantic and Red "C" Oil Company.

On March 20th a representative of the Federal Trade visited my station and presented his credentials. He asked me a number of questions after which he requested I sign a statement which he had prepared. After reading the statement I signed it.

He asked me what TBA I buy from Firestone and I told him none. He asked whether I deal with Firestone and I told him no. He asked whether I had been told that I had to buy from Firestone or that I should buy from Firestone or whether pressure had been put on me to buy from Firestone. I told him there was nothing to that, no one had told me I had to buy Firestone products. I showed him my TBA stock and said, "Can you find any Firestone prod-

ucts?" I carry no Firestone stock. He asked why do you not carry Firestone products. I told him nobody had ever told me I had to. I buy what my customers want. I have dealt with them for so many years it is not good business to change. I carry Lee tires, Auto-Lite and Edison Batteries. He said, "You must have a drag." I replied "No more than the average." He said, "It looks funny. I don't believe you don't handle Firestone and I don't believe they did not put pressure on you." He then said that 4148 Atlantic has pressured other dealers and I said, "That's a damn lie, I don't believe it." He said, "You mean that?" and I replied "Yes, I am no different from other dealers. If they pressured them, they would pressure me." He said, "You don't have a damn thing here from Firestone." He then said that his boss wouldn't believe that I didn't carry Firestone products and someone higher up may be in to see me. I told him that was o.k. with me. My station is always open.

He asked me what was in my lease and I told him I don't know—I don't have a lease. The last one I saw was at the time of the changeover to Firestone. I signed it, but don't know where it is. He asked me whether I wasn't afraid that Atlantic would put clauses in the lease and I told him that I was not.

Nothing was asked about the cancellation provisions of the lease and nothing was asked about any dealer meetings.

I remember receiving letters from Mr. D. T. Colley dated March 1, 1951 and August 28, 1952, referring to Atlantic's TBA policy. The attached copies of those letters are the same as the ones that I received.

He asked about the volume of business which I do and I told him that I did not know because I have an auditor who takes care of my business. He did not ask anything about motor oil but I did say to him, "The lease states I am to handle Atlantic Gasoline and Oil—that is natural."

4149 He asked me whether Atlantic still handles TBA and I told him it would be a good thing if Atlantic did. He asked why and I told him that it would be easier for me because I could then go down to the plant at night and get tires and batteries as I needed them, whereas my present suppliers are closed after ordinary business hours. He asked whether I bought TBA from the Company when it handled them and I told him I did but that I also bought on the outside when necessary if a customer wanted another brand. When the changeover to Firestone was made I stuck with Lee because of the Road Hazard Guarantee which my customers prefer. I stock Lee tires and Auto Lite batteries and recently added Edison batteries. He asked where I buy TBA and I gave the following list to him: R. J. Loock, S & S Tire, Service Parts, Quaker City, R. J. Hunt, Baltimore Gas Light.

F G Koehler

Witness:

Jack Crawford

4150 **RESPONDENT EXHIBIT NO. A-10D.**

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

Dwight T. Colley
Vice President
General Manager
Domestic Sales

March 1, 1951

A Statement Of Atlantic's T. B. A. Policy.

Dear Sir:

The Atlantic Refining Company recognizes the trend of the motoring public to depend more and more upon the modern service station as a source of supply for tires, batteries, and accessories. Therefore, we are interested in making available that TBA line which will meet fully the needs of the public and our dealers, since we feel it will mean increased sales of our petroleum products.

The new TBA plan was adopted after a long and thorough study which had the sole purpose of finding out what sales program would mean the greatest sales and profits to the dealer. We found that the dealer could best serve the interests of the public when he was supplied through the extensive distribution system of a major tire company.

Our sales organization has been instructed to explain and demonstrate to you the many advantages of the new TBA plan. They will do so with enthusiasm and conviction because they are confident that it will be advantageous for you to accept it. However, your acceptance or rejection of the program is a matter of your own choice.

3248

Respondent's Exhibit No. A-10E.

Atlantic's growth is dependent upon your opportunity and ambition to expand and succeed. We offer this new TBA plan to you because we sincerely believe it will make your sales and profits grow through better TBA service to your customers.

Cordially,

D T Colley

4151

RESPONDENT EXHIBIT NO. A-10E.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

Dwight T. Colley
Vice President
General Manager
Domestic Sales

August 28, 1952

A Re-Statement of Atlantic's TBA Policy

Dear Sir:

The Federal Government is investigating all TBA relationships between certain tire companies, oil companies and their dealers.

Do you have a good TBA deal with The Atlantic Refining Company? Or are you forced against your will to carry a particular line of TBA? This seems to be the question involved.

In the Spring of 1951, The Atlantic Refining Company presented to you for your free acceptance or rejection a TBA sales program which long and intensive research had indicated would yield the greatest profit to you and would best serve the interest of the motoring public.

For the sales assistance which it renders, The Atlantic Refining Company receives in return a commission ranging from 5% to 10% from the tire company. Up to now, this barely covers the expenses involved.

We consider this arrangement with you businesslike and entirely proper and it is to our mutual interest that we so inform the public.

I consider it our duty to recommend to you, those services and products which experience and honest research have proven best for you and your customers.

However, when we originally adopted this program, I wrote to you and to our sales force stating that this was an elective program. I now reiterate—that this is Your program, instituted for Your benefit—Yours to accept or reject.

Yours very truly,

D T Colley

cc C I T

: AHL

ME

DD

JH-AD-TM-RC

4152 **RESPONDENT'S EXHIBIT A-11A-G.**

I, Thomas C. Eckhardt, make the following statement this 27th day of March, 1953:

I lease from The Atlantic Refining Company a service station at Fleet and Fagley Streets, Baltimore, which I have operated since 1937.

On March 26th a representative of the Federal Trade Commission whose name I believe is Lipsky called at my station, showed me his credentials and asked me questions about TBA, spending about 45 minutes and at the end of

his questioning he asked me to sign a statement which had been prepared by filling in blanks in a set of mimeographed questions. I read and signed the statement.

The investigator began to ask a number of questions about TBA and I stopped him and asked him why he was asking me these questions, telling him that there must be some reason. He told me that the Federal Trade Commission has reason to believe that Firestone and Atlantic are working together and that Atlantic is putting pressure on dealers. He then went on to say that he didn't mind telling me why he was here in particular, the reason being that I was one of the main ones that Atlantic was putting pressure on. It is my impression that the reason he felt Atlantic was putting pressure on me is because of questions which he then asked about prices that I pay for tires and I told him that I pay 6% off the key dealer price. He then asked me whether I didn't know that I could get 10-10-5%

off from Burke Savage. I told him that I knew I 4153 could, but it was a second-grade tire. I also know that

I can get better prices from Plotkin, from whom I bought tires years ago, but I no longer do because he has changed to a poorer grade. I give Savage all my vulcanizing.

I told FTC agent that so far as accessories I don't see where anyone is putting pressure on me since I have only purchased one order of sealed beam lights and one case of Car-Nu since Atlantic changed to Firestone. I told him that I buy accessories from R. W. Norris, North Auto and Baltimore Auto Parts.

The FTC agent asked how come you don't buy all your tires from Firestone. I told him that I buy from other suppliers such as C. E. Kimmel, 3611 Fleet Street because they do business with me. I told him that I buy U. S. Royals and Generals and any other tire that a customer would want. He then referred to the fact that I have Fire-

stone signs and decalcomanias. He then asked who put up the Firestone signs and I told him Firestone had done so, and that they had asked me before they put them up. The FTC agent then said, "Suppose you took them down?" and I replied, "I don't see what they could do." He said, "Don't you think Atlantic would want you to keep those signs?" and I told him I was only obligated to Atlantic for two things: (1) to sell Atlantic gasoline and (2) to sell Atlantic oil. I told the FTC agent that, "If I was in Atlantic's position and someone rented a station from me and I could give competitive prices I would feel hurt if they did not buy from me". He then asked me what I

thought would happen if I threw Firestone tires out, 4154 and I told him I didn't know what they could do.

He asked whether I pay the taxes for the Firestone and Atlantic signs and I told him that I did not because Atlantic pays all taxes for signs.

He then asked me what kind of lease do you have and I told him it was for one year. He asked if I had always had a one year lease and I told him that at one time I had had a five year lease, to which he remarked, "They're getting tougher all the time." I explained the reason for the five year lease. In 1944 I wanted to put a building on the lot adjacent to the station I was then leasing and suggested to Atlantic that if they would give me a five year lease and accept the building as payment for rent for the five years, that I would put up the building. After some discussion this was agreed to and the lease was prepared in that manner.

He asked whether Atlantic would throw me out of the station and I told him that if a man was doing a good job I don't see why they should. He then said, "All in all, what has been your relation with Atlantic over all these years?" and I replied, "Damp good.". He asked what rent I paid and I told him 1½¢ per gallon up to 20,000 per

month and one cent per gallon for all in excess of 20,000. He asked about the volume of gasoline sold and I told him 32,000 gallons per month and told him that the TBA volume was about \$1,000 a month. He said, "I guess a good bit of that is tires" and I answered "Yes". He asked about batteries and I told him that if he would look around he would see Delco and Willard and one Firestone battery. While the FTC agent did not ask what proportion of TBA is Firestone, it would be not more than 10% excluding tires. Tires are about 50% Firestone.

The FTC agent asked what tires I sold before Firestone and I told him Lee. He then said, "When the Company got rid of Lee you went to Firestone?" I told him I got rid of Lee before the Company did because I did not like the quality. He then asked where I bought from when I discontinued Lee and I told him I bought mostly from Kimmel, who sold U. S. Royal and Goodyear. He asked why I do so much business with Kimmel and I told him that I get lots of business from them.

He asked whether anyone from Atlantic had been in touch with me and told me that the Federal Trade Commission representatives were coming and I told him that no one had. He asked me who was in Charge of Atlantic's business in Baltimore and I told him Gordon Burns. He asked me Mr. Burns' title and I told him I thought it was District Manager.

He asked whether I had seen him lately and I told him not for three or four weeks. He wanted to know whether I remembered receiving a letter from Philadelphia about the Federal Trade Commission and I told him I did not remember.

I remember receiving the letters of March 1, 1951 and August 28, 1952 from Mr. D. T. Colley relating to Atlantic's TBA policy. The attached copies of those letters are the same as the ones which I received.

The FTC agent said, "You know the tie-up between Atlantic and Firestone under which Atlantic gets a 10% commission. Do you think that is right?" I replied I don't know anything about the agreement. He then went on to say that you dealers ought to get that commission. Atlantic is getting a lot of money for nothing. I told him again that I did not know what the arrangement was between Atlantic and Firestone. He then told me that he was here only to help me and I told him I appreciated that. I then told him that big business was not the only one at fault, that the government was also at fault, because by taxes and controls it is knocking out individual initiative.

In connection with the lease, he gave me an example of how a salesman may have approached me. He would say, your lease is about up now, don't you think you ought to buy more TBA from Atlantic? I said they had never approached me like that. He ended this part of the discussion by saying, "They didn't?" During that questioning he asked me my salesman's name and I told him Pete Kelly.

He did not ask to see the lease.

He said, "You haven't been contacted recently about the Federal Trade Commission calling? How often does your salesman call?" I told him once a week. He then asked whether the salesman had said anything about FTC and I told him no. He then said, "What about the luncheon meeting?" I said yes we had a meeting. He asked what happened and I said it was a regular dealer meeting.

Although the Federal Trade Commission agent did not ask this question, it is my impression that the purpose of the meeting was for management to find out whether salesmen were putting pressure on the dealers. I was the first of the dealers to talk at that meeting and I said, "Lots of you fellows are new with Atlantic. I am older and can

truthfully say that no one has put pressure on me." Most of the comments were gripes about Firestone service.

4157 Nothing was asked me by the FTC representative about meetings held at the time of the changeover from Lee and Exide to Firestone. He did, however, ask who I bought Lee tires and Exide batteries from when I was selling Lee tires and Exide batteries. I told him that I bought from Charley Johnson and Exide batteries from J. R. Hunt. He then said, "How the hell could Johnson being a dealer be a wholesale distributor for Lee." I told him I didn't know what the arrangement was between them. He replied, "It doesn't look right to me." I told him that Johnson must be big because he buys direct from Lee. He then asked why I bought tires from Firestone and I told him that the price was right. He then told me that if I talked to Savage I can get bigger discounts. I agreed but said it was an off-brand tire.

He asked whether there had been any meetings recently and I told him, yes, one had been held next door in February which was a sales promotion meeting where 10 dealers were invited to give Atlantic their suggestions and comments upon what Atlantic is doing in the way of advertising, including radio and television.

No questions were asked about motor oil, nor what the Atlantic salesman does for me, nor whether I order my Firestone tires from the salesman or direct from Firestone. In connection with credit cards he asked how we worked credit cards. I told him that the delivery tickets are delayed cash to me, I accumulate them and deduct from my gasoline bill. He asked whether I can sell tires on credit cards and I told him that I can, but it is necessary to get approval of the Company if the amount is over

\$100 He asked whether the customers can get terms
4158 and I told him they can up to 90 days. He asked what I put on the delivery ticket if I sell a Goodyear tire.

I told him that I would put the size, the brand name and the price. On his statement he had written, "Puts brand names." Nothing was asked about credit by either the Company or Firestone.

The above is all I can recall that was asked me by the FTC agent.

Thomas C. Eckhardt.

Witness:

William M. Kelly.

4209 **RESPONDENT'S EXHIBIT NO. A-20.**

TBA Program

Atlantic Dealer Training Program

4210 **TBA Program & Orientation**

**Atlantic Dealer Training Program
Revised 1957**

4211 **Props:**

Easel Pad and Crayon

Sample Tires and Batteries

Tire and Battery Illustrations (from TBA Catalog)

TBA Sales Promotion Pieces (from TBA Supplier)

Balanced Stock Recommendations (from TBA Supplier)

Tire Spotting Cards

Solicitation Give-Aways (Door Openers) (from TBA Supplier)

TBA Dealer Catalogs

Sample Supplier's Ads

Sample Dealer Ads and Mats

Note:

This outline is purposely written in general terms to make it adaptable for all regions. You should add any important features of your Supplier's Franchise to the outline, under the appropriate heading.

Time:

4 Hours.

4212 Introduction

This afternoon we want to talk with you about one of the most important features of your Atlantic Franchise—the Tire, Battery and Accessory business. We in the business call it TBA. It's a term you'll want to know more about because TBA merchandise plays a vital part in your business success.

Two Dealer Operations

Probably the best way to show you the importance of TBA's effect on your station's profit is to examine some facts about Two Typical Dealer operations. We'll discuss the significance of these facts as we go along.

Let's call our dealers John and Bill. Remember that these names are fictional—but the facts and figures involved are typical of hundreds of real dealers whose records we've studied.

15,000 a Month

John and Bill both have modern service stations in similar neighborhoods and they both sell about 15,000 gallons of gasoline a month. Let's write this on the pad.

Pad

	John	Bill
Gallons Per Month	15,000	15,000

(See Pad Diagram)

Pad Work

Of course, these dealers sell many other things beside gasoline. We're not going to discuss them here because later your instructors will cover the sale of all products and services. But for our purpose here, let's put everything else these dealers sold in October in one pile. When we do, we see from our records that John enjoyed a gross profit on all business of \$1157.00—and Bill's gross profit went to \$1802.00.

(Pad Work Sample Attached)

Why the Difference?

The question is—Why? When two dealers having the same type facilities in similar neighborhoods sell the same amount of gasoline—why does one gross \$645.00 more than the other?

Service Station Needs More Than Gasoline Sales

The answer lies in the sale of Other products and services in addition to gasoline. The Bible says "Man does not live by bread alone,"—and believe me, a service station doesn't exist on the sale of gasoline alone. We have to have a balanced diet—in our business we call it "Balanced Selling."

Balanced Selling

Your instructor will cover the entire subject later, but here we're interested in how TBA helped earn \$645.00 more profit for our dealer Bill. Let's put these figures down. In October, John sold \$246.00 of TBA while Bill's gross sales were \$740.00. Here's the profit story.

4214 Pad

(TBA Gross Profit)

TBA Gross

There's the picture—through aggressive selling Bill piled up \$645.00 more gross profit in October than John—even though they both sold 15,000 gallons of gasoline! And TBA provided \$121.00 of that increase—better than 18%!

TBA More Than 18% of Difference

Is TBA Worth Selling?

Is TBA worth selling?

(Get agreement from group)

Well, how did all this come about? Some of you no doubt remember the time when you couldn't even get a tire repaired in a service station—and stations selling batteries were unheard of.

Evolution in Marketing TBA

During the last two decades an evolution in the marketing of TBA products has taken place. As late as 1930 Gasoline and Motor Oil were about the only commodities carried by service stations. Motorists purchased their gasoline and oil from the service station and then shopped around for their other needs. Tires were purchased and repaired in tire shops; battery shops, hardware and electric stores filled other wants.

As the number of service stations increased, dealers began to realize that in order to stay in the business they must provide for additional motoring needs and offer one-stop service to their customers. Through the years the motorist came to rely more

4215 and more on the service station for all his motoring

needs until today the motorist will not take the time to make more than one stop to get his car completely serviced down to the last detail. For this reason and to improve profit possibility, service stations must handle a complete T.B.A. line.

Gasoline and oil are still the fundamental products—they are to the service station what bread and sugar are to the grocer. However, neither the service station or the grocer will ever get very wealthy selling just staples. It is only after a substantial volume of TBA has been built up that the dealer begins to realize his full sales expectancy and makes the most of his opportunity in a highly profitable enterprise.

So, while gasoline and oil are the foundation of a service station business, the products that draw customers into the station, dealers cannot keep these customers coming back until they can fill all their other driving needs.

A service station today can realize all its potential profit only through balanced merchandising. That means, briefly, balancing all the motorist's needs against gasoline sales—and then selling those needs through complete service.

4216 (Note to Instructor Use more up-to-date figure—if available)

The trend in consumer buying of automobile tires and tubes is very definitely to oil company outlets. In 1929, 6/10 of 1% of the motorist's tire purchases were handled through service stations. In 1956, the figure has risen to 35%. It's expected that this replacement figure will reach over 40%.

TBA Is Big Business**3 Billion TBA**

(To Instructor) Use more up-to-date figure—if available

Those figures mean business—big business—for you as a service station TBA dealer. In dollars and cents, the industry estimates that service stations will sell over 3 billion dollars worth of TBA this year. Think of it—250 million monthly—over 8 million daily—over \$90.00 every time the clock ticks. While we're talking here this afternoon dealers like yourselves will sell over 1½ million dollars worth of somebody's TBA!

TBA Your Business

Any wonder why we say TBA is big business? And it's Your business. Now your next question should be "How can I cut a slice of that melon for My Station?" Well, Atlantic is ready to answer that one—with one of the most complete and profitable TBA programs the industry has to offer.

Atlantic's TBA Associate

In order to provide the best possible TBA program, Atlantic is associated with the best TBA marketer, the (Name) Tire and Rubber Company.

4217 Advertising

Everybody knows (Name) because of its powerful, nation-wide advertising drives in newspapers, magazines, radio and TV. You probably couldn't find a community in the country where (Name)'s name isn't known and respected.

Public Confidence in Familiar Brand

Thousands of dealers all over the country display the (Name) sign in their windows and driveways. They're cashing in on the natural desire of the buying public to do business at a familiar place and to buy familiar merchandise. A customer has to have confidence in you and in your product before you can sell him anything. You get a lot of that confidence ready made when you carry (Name).

Public Acceptance

The buying public accepts Atlantic as a leader in the petroleum field and (Name) as a leader in TBA. That is a powerful combination which is one of the most valuable aspects of your Atlantic Franchise.

J. Q. Public and Rumors

But before we go any further, let's take a minute to clear up one important point. Most people—Mr. average John Public—know very little about the oil business and they're inclined to believe any of the rumors or stories that are circulated about it. One of those "tall tales" is the claim that service station dealers are forced by threat of lease cancellation to buy their TBA merchandise from whomever the supplying oil company specifies.

**You Are Free to Buy TBA
of Any Kind
We Think the
the Best for You**

Here are the facts: Atlantic offers you the (Name) TBA franchise because after exhaustive study and years of our own experience in the TBA business

we sincerely believe it to be the best for you and the best for your customers.

Let me quote from a letter addressed to all Atlantic dealers in August, 1952 by Mr. D. T. Colley, Vice President and General Manager in Charge of Marketing of Atlantic.

Letter from Vice-President

"In the Spring of 1951, The Atlantic Refining Company presented to its dealers for their free acceptance or rejection a TBA sales program which long and intensive research had indicated would yield the greatest profit to you and would best serve the interest of the motoring public.

"I consider it our duty to recommend to you, those services and products which experience and honest research have proven best for you and your customers. However, when we originally adopted this program, I wrote to you and to our sales force stating that this was an elective program. I now re-
4219 iterate—that this is Your program, instituted for Your benefit—Yours to accept or reject."

Why Best?

We've said the Franchise is best for you. Why? We've already mentioned a few reasons briefly but let's take a closer look at some of the features that make the Franchise valuable.

Probably the best way to start is to find out what you men think. We realize that this matter of TBA still is rather strange to you but no doubt you have some opinion of your own on just what you'd expect to find in a good TBA program. Suppose you tell me some of these features you'd want and I'll write them on the pad.

What Would You Want

What features would you want in any TBA program you bought?

Pad

(Draw from group—

1. Public Acceptance
2. Quality Merchandise
3. Competitive Price Structure
4. Complete Market Coverage
5. Convenient Supply
6. Advertising Support
7. Sales Promotion Support
8. Budget Plan

4220 How Meets Your Needs

That looks like a list of pretty stiff requirements. Let's see how well the Franchise fills the bill on each one of them. First,

Public Acceptance

Public Acceptance
(Discuss)

The name world-famous. One of world's largest rubber Co's. Stores and Dealers nationwide.

Multi-million dollar advertising program.

Major tire supplier to new-car manufacturers; creating ready-made replacement market.

Quality

Quality Merchandise
(Discuss)

The name a symbol of quality in the industry.

(Exhibit Sample Tire & Battery)

Tremendous research and development program.

Quality testing labs approve all products.

Road-test fleets check tire quality.

Most important—your customers believe in
quality.

Competitive Price**Competitive Price Structure**

(Discuss)

Huge volume permits attractive dealer margins.

Tire and battery lines meet all ranges of price demand
—from premium lines to mail-order house competi-
tion. You need not fear competition.

Volume discount policy lowers your cost as your sales
increase.

4221 Complete Coverage**Complete Market Coverage**

(Discuss)

A tire for every type of service. Passenger car—
truck—farm—industrial—aircraft. Every size and
design.

**Distribute Illustrations of Tire &
Battery Line (Available from Supplier)**

Batteries—every size and price range passenger car,
truck and industrial.

Accessories—one of the broadest lines in the business
(Hold up and leaf through Accessory Catalog. Stress
coverage of major items—oil filter cartridges, spark
plugs, etc.)

Best of all, products are grouped in size and price ranges which enable you to obtain broadest popular coverage at minimum inventory investment.

Convenient

**Convenient Supply
(Discuss)**

Wherever you go in U. S. you're Near a
supply point. One near Your station.

Convenient delivery service.

Stocks at nearby supply point enable you to invest in only fast-moving merchandise. Rely on supply point for less popular items. This speeds up turnover and increases net profit to you. We're going to visit one of these supply points this afternoon.

4222 Advertising

(Show sample Magazine or
Newspaper Ad)

**Advertising Support
(Discuss)**

Nation-wide coverage—radio—TV—magazines—news-
papers.

Millions of motorists are pre-sold on your TBA line
before they enter your station. Makes job easier.
More sales.

Even distant transient customers know and accept your
TBA—through advertising. More transient sales.

Promotion
(Distribute Sample
Promotion Pieces)

**Sales Promotion Support
(Discuss)**

Campaign—Special sales—seasonal promotions spe-
cially designed for service stations.

Display and promotion kits include Banners—pennants
—signs—hand outs—ad mats.

All help you tie-in with national campaigns.

Mass production makes professional material available
to you at only fraction of cost.

Budget Buying

Budget Plan (Discuss)

Millions in TBA sold on retail Budget Plans—chain
stores—mail order houses—“\$1.00 down and \$1.00
a week” customer.

Budget sales return highest margin on merchandise—
almost always at full list price.

The Co. provides complete Budget selling
plans—forms—ads—point of sale displays.

4223 Budget plan your opportunity to get into “Big
Time” TBA. Your Franchise includes
complete program.

Sell Atlantic Credit Card Time Payment Plan

Stress the advantages of Atlantic 30-60-90 day terms
and the 6 month plan.

Does Fill the Bill?

Now let's go back to our original list of desirable fea-
tures that you helped make up. Don't you agree
that the Franchise fulfills every require-
ment?

(Review list briefly)

That's why we've said is the best for you
and best for your customers.

Stock

But just having an excellent Franchise available isn't enough. Before the profits start to jingle in your cash register you must first get the stocks of merchandise into your station and then sell TBA to your customers. These are two mighty important steps so let's see how we can handle them. First, the problem of stocks. You might start asking yourselves

"How many tires should I carry?"

"What sizes?"

"What price range?"

"What kind of accessories—how many of each?"

4224 Complete Line Huge

Avoid Dead Merchandise

Rely on Advice from Experience

Talk Stock Over

As you can see by now, the complete TBA line includes literally thousands of different items—and it takes years of experience to learn how to buy wisely. You probably can imagine the dangers of making ill-advised purchases. A dealer who stocks his station with slow moving or "dead" merchandise soon finds his profits suffering. Don't let that happen to you. And it won't if you just take advantage of Atlantic's ands years of experience in TBA and the assistance they're ready to give. Each one of you will want to talk over your own TBA stock situation with the Atlantic and representatives who will call on you. We can't solve individual problems here but we do want to give you some sound and basic principles of profitable TBA purchasing that will apply to all of you.

No Empty Wagon**(Write on Pad) (Discuss)**

1. You can't do business from an empty wagon; must have sufficient stocks.
—customers won't wait while you run to supplier for some popular item.

Diversify (Distribute and Discuss**Bal. Stock Recommendations—****from Supplier) (Discuss)**

2. Keep stocks balanced—(diversify your capital to get broadest coverage of popular items).
—The Co. has planned assortments to fit your station—use them.

4225 Get "Deals" (Discuss)

3. Take advantage of "Deals"—("Dating Plans"—"Season Specials" when available. Special prices on these programs cut your costs and increase profits).

Buy "Packages" (Discuss)

4. Buy "Packages" or Assortments when recommended. Usually these carry a special price or incentive offer and are made up of popular, fast moving merchandise.

Avoid Unknown Brands (Discuss)

5. Beware of unknown brands—fly-by-night salesmen
—dead stock doesn't earn money—it costs money.

Get Competent Advice (Discuss)

6. Seek competent advice—your Atlantic salesman—
your representative.

**If You Don't Know Jewels—
Know Your Jeweler**

Probably this last one is the most important. There's an advertising slogan somewhere that says "If you don't know jewels—know your jeweler." That's awfully sound advice and it's true of the TBA business. Atlantic and are ready to help you build a profitable TBA business and the best step you can take is to let them work with you.

Let's Sell It

As we move along with our TBA program let's assume now that we have a well balanced stock of fast moving merchandise in our station and now we're ready for the pay-off. Let's sell it!

4226 Other Subjects

Later in your school other instructors will go into detail on the subjects of Display—Solicitation and Retail selling that are so important to your TBA program so we won't attempt a detailed discussion here. But again we'll help you lay down several fundamental rules that are essential to any successful retail TBA sales program.

**Take Advantage of Identification
(Write on Pad) (Discuss)**

1. Identification

Use approved signs and decals.

Customers recognize you as one-stop dealer.

Makes acceptance work for you.

Identify billheads, ads, stationery, service truck.

Display (Discuss)**2. Display**

Follow principles you'll learn in display course.

Use TBA supplier's display aids where practicable but don't make your station look like a bargain basement.

Train (Discuss)**3. Train**

Your course includes "Training in a Service Station."

Use what you learn. Train your men to know their products and to sell!

4227 Solicit (Distribute Spotting Cards, Door-openers, etc.) (Discuss)**4. Solicit**

Use prospect lists—direct mail—neighborhood calls and tire spotting.

Use TBA supplier's solicitation materials.

Use what you learn in your "Solicitation" course.

Advertise (Discuss)**5. Advertise**

Course coming on "Dealer Advertising."

Use 's free mat service.

Ask Atlantic salesman's aid in planning advertising.

Sell (Discuss)**6. Sell!**

This is the one that counts—

Tomorrow you'll begin your work in Retail Selling—make the most of it!

Without sales know-how you just can't have a successful TBA program.

Follow-Up (Discuss)

7. Follow-Up

To insure customer satisfaction.

Be ready for repeat sales.

Look for sale of other items to the same customer.

Course coming in "Follow-Up System"—it's a powerful TBA selling tool.

4228 All Fits Together to Make

Successful Dealership

We probably could talk for the rest of the day about How to Sell TBA and get a lot out of it. But as I've pointed out nearly all the other subjects in this course are important to TBA sales—and you'll deal with each one individually during the program. I'd like you to notice particularly how each part of this program dovetails into all the other parts. And they all build a successful dealership. If you'll apply what you learn in these other subjects to TBA you just can't help being an outstanding TBA merchant. And that's where you'll find those Extra profits we talked about in the beginning.

TBA Movie

Now we're going to look at a TBA movie. You'll like it I'm sure and you'll find many of the points we've discussed are emphasized in the picture.

(Point out particular things to look for) (Show Firestone "TBA is Big Business" or Goodyear "We the Customer")

Review

That picture pretty well proves the points we've established ourselves. Before we move on let's briefly go over them again.

(Review 7 Selling Fundamentals briefly)—discuss in terms of movie.

4229 Catalog

How to Use

One of the most important tools we have to help us sell TBA is the dealer catalog. No one could possibly remember all the thousands of prices and specifications we have to deal with but we must know how to find the answers quickly in the catalog. These catalogs will be available to keep in your own station and you'll find them easy and simple to use after you've tried it a few times. Let's go through it briefly right now. (Distribute Dealer Catalogs)

Instruction

Proceed to instruct in each of the following:

- a—use of index
- b—how to find particular items
- c—how to find prices
- d—any important data peculiar to your supplier's catalog

Examples

Example—Premium tire for 1950 Plymouth—Original equipment replacement battery for 1948 Buick Series 60, etc.

Problems

- (Give trainees several problems similar to those mentioned and have them continue to search the catalog until they use it properly)—collect catalogs.

4230 Tour

Now we're going to take you right into the TBA business so you'll get a first hand look at some of the things we've talked about this afternoon. We've arranged a visit to one of 's nearby supply points and we think you'll enjoy seeing how the business operates.

Suggestion

(Take trainees to supply point). Introduce them to manager and if possible have manager accompany you on tour of store. Point out and briefly discuss the following:

New Tires (different types)

Recaps

Batteries

Major Accessories

Displays

Point of Sale Advertising

Any current campaign or promotion.

4231

Pad Work—Sample**October**

	John	Bill
Gasoline	15,000	15,000
Total Gross Profit	\$1157.00	\$1802.00
	Why?	
TBA Gross Sales	\$246	\$740
TBA Gross Profit	\$ 60	\$181
Gross Profit Per Gal.	7.7¢	12¢

4298 **RESPONDENT'S EXHIBIT NO. 31A.****Policy****Long Term Dealer Lease**

1. Upon the expiration of his current lease term, any Dealer who has operated his station during the preceding two years in conformance with the standard established by the "purpose and use" clause of Atlantic's revised lease form (Clause 3), shall be eligible for a three year lease. The three year lease shall provide an exclusive option on the Dealer's part to cancel on any annual anniversary date thereof by giving Atlantic at least sixty days advance written notice. The original specified rental shall remain the same during the entire three year period.
2. Any Dealer not eligible for a long term lease in accordance with the above may be eligible for a one year lease only if upon the expiration of any subsequent lease he shall have a record of having operated his station for two consecutive years without receiving any written warnings specifying a default in compliance with the "purpose and use" clause under the revised lease form and failing to remedy such default within fifteen days following receipt of the corresponding warning.

In those cases where it seems desirable from a business viewpoint to afford a dealer a longer period than the usual fifteen days, the longer period should be specified in the warning letter.
3. Any Dealer whose record of operation during a three year lease shall not involve any unremedied defaults of the type specified in the preceding paragraph shall be eligible for another three year lease.

4. The above shall not be construed as meaning that Dealers will, upon termination of current or future leases, become automatically entitled to a new lease of either one year or three years duration. The policy is intended to mean that if Atlantic in its own discretion decides to enter into another lease arrangement with the Dealer upon the expiration of current or future leases, then, in such event, the Dealer's new lease will be either a one year lease or a three year lease in accordance with the policy described above.
5. This Policy is subject to change at Atlantic's sole discretion. Any change will not, however, affect leases outstanding at such time.

Domestic Marketing Dept. (attachments)

Revised June 21, 1955.

4299 **RESPONDENT'S EXHIBIT NO. 31B.**

Policy

Long Term Dealer Lease

Attachment No. 1

....., 1953

Dear Sir:

Atlantic's basic policy with Atlantic Dealers can be summarized in four words—Completely Fair, Businesslike Treatment.

You know without being told that each Atlantic station which is well run helps all your fellow Dealers operating Atlantic stations. And we also know what the "dogs" do for us.

Atlantic is adopting a new lease policy which is intended

3276

Respondent's Exhibit No. 31C-D.

to reward Dealers who have demonstrated their capacity to operate superior service stations with the security that goes with the possession of a longer lease.

The attached page summarizes the new policy, and an Atlantic representative will be available to discuss both it and our new Service Station Lease form with you prior to the expiration of the current annual term of your particular lease.

The object of the new plan is simply to encourage superior Dealer performance by rewarding it.

Domestic Marketing Dept.

January 2, 1953

4300 **RESPONDENT'S EXHIBIT NO. 31C-D.**

Policy

Long Term Dealer Lease

Attachment No. 3

(Suggested form letter to be discussed with Dealers and sent contemporaneously with execution of each revised lease form)

....., 195.....

(Same date as lease execution)

Atlantic welcomes you as the Lessee of one of its service stations.

We have leased to you a modern, functional physical plant at a location carefully selected to produce profitable business in volume.

You have agreed to undertake the lawful, diligent and business-like operation of a first-class service station.

How can you do it?

First, let us emphasize that it is your business. We can't do your thinking nor your work. Your success or failure will depend upon your own business judgment, skill, imagination and initiative.

Secondly, we want to summarize some of the well-established standards which have been proved by experience to be necessary for the businesslike operation of a first-class service station. They are:

1. Housekeeping — Clean, sanitary premises — inside and out.
2. Use and Upkeep—Careful use and upkeep of building and equipment in safe, good operating condition.
3. Display—Neat, orderly arrangement of merchandise and advertising in a manner reasonably calculated to attract and solicit the attention of the motoring public.
4. Illumination—Safe and adequate to attract customers during night operations.
5. Personnel—Sufficient manpower to give prompt service and allocated to handle peak operating hours. Clean uniforms, courteous, trained to sell, adequate knowledge of services to be rendered.
- 4301 6. Hours of Operation—Uniform daily operating schedule based on buying habits of potential trade in the area.
7. Services—At least on a par with competition as to kinds of services rendered and efficiency of performance.
8. Adequate Inventory—Quality products and merchandise on hand to serve normal customer needs without delay.
9. Sales Promotion—Regular program for expanding sales, involving direct mail campaigns, personal solicitation, and advertising.

3278

Respondent's Exhibit No. 31E-F.

10. Prices—Competitive, quality and service considered.
11. Accounting—Maintenance on current basis of records adequate to reflect financial status and return from various phases of your business.

We wish you success. And remember that each station which is well run helps all your fellow dealers operating Atlantic Service stations.

.....
Regional Manager

Domestic Marketing Dept.
January 2, 1953

4302 **RESPONDENT'S EXHIBIT NO. 31E-F.**

Policy

Long Term Dealer Lease

Attachment No. 4

Proposed Reporting Procedure

- A. General—In every case where a service station lease is terminated, or where upon expiration of the lease we do not execute a new lease with the same dealer, the District will make a written report to the Region of the principal reason or reasons for termination or failure to continue the lease relationship. Data supporting the reasons can be kept at the District Office.
- B. Mutual Cancellations—Most of our lease relationships are terminated via the mutual cancellation route. It is proposed that our present mutual cancellation form be amended to include a space for statement of reasons for cancellation. Such statement will represent the mutually agreed upon reasons for cancellation. In

such cases; the requirements of the suggested Reporting Procedure will be met by the Regional Office merely retaining an executed copy of the mutual cancellation form.

The amendment to the present form will be handled by adding at the end of the part which describes the lease, the following words:

"... shall by mutual consent expire as of.....
....., 19...., because....."

Examples of how the "because" blank in the revised form might be filled in, dependent, of course, on the facts involved in each case, are:

- (1) Because the parties are not in agreement as to whether Joe Smith has maintained clean, sanitary restrooms.
- (2) Because the parties are not in agreement as to whether Joe Smith has taken proper care of the station equipment.
- (3) Because of disagreement as to the standard of cleanliness that ought to be maintained at the station.
- (4) Because of disagreement as to whether Joe Smith has had adequate manpower at the station.
- (5) Because of disagreement as to whether Joe Smith has maintained competitive business hours of operation.
- (6) Because construction work is scheduled for the station.
- (7) Because street repairs have reduced station revenue.
- (8) Because of Joe Smith's poor financial position.
- (9) Because of personal reasons of Joe Smith.

- 4303 (10) Because of disagreement as to whether Joe Smith has maintained an adequate inventory of merchandise to serve customers without delay.

C. Termination because of breach—Normally there will be a formal written notice to the lessee. A copy of such notice and any preceding warning letters specifying a default will satisfy the Reporting Procedure.

Example: You are hereby notified that our service station lease dated _____, 19____ is terminated effective today. Although there may be other grounds justifying this termination in accordance with the lease provisions, we are specifying particularly your failure to:

- (1) Pay rent when due, or
- (2) Maintain a safe station, or
- (3) Maintain continuous operations, or
- (4) Maintain a clean station, or
- (5) Maintain adequate, competent manpower, or
- (6) Maintain adequate bookkeeping records, or
- (7) Etc.

In cases of abandonment we should have a short, concise written report setting forth the facts.

D. Expiration of lease and we don't execute a new one with outgoing dealer—A short written report somewhat along the following lines:

We did not continue our lease relationship with Joe Smith after expiration of the lease dated _____, 19____ because:

- (1) Joe expressed a desire to get in some other kind of business, or
- (2) Joe's performance has been below average. With the right kind of lessee, this station should sell a considerably increased gallonage, or

- (3) Joe consistently ran a dirty station, or
- (4) Joe was always in financial trouble, had difficulty paying his bills, or
- (5) Joe never did take proper care of our equipment, or
- (6) Joe could never maintain pleasant relations with his customers and this hurt his sales performance, or
- (7) Etc.

Domestic Marketing Dept.
January 2, 1953

[fol. 3282]

IN THE UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

Nos. 13339 and 13340

September Term, 1963—January Session, 1964

Petitions to Review and Set Aside Order of the Federal
Trade Commission.

THE GOODYEAR TIRE & RUBBER COMPANY, Petitioner,

v.

FEDERAL TRADE COMMISSION, Respondent.

THE ATLANTIC REFINING COMPANY, Petitioner,

v.

FEDERAL TRADE COMMISSION, Respondent.

OPINION—April 24, 1964

Before Schnackenberg, Castle, and Swygert, Circuit
Judges.

SWYGERT, Circuit Judge. The Goodyear Tire & Rubber Company and the Atlantic Refining Company request a review of the Federal Trade Commission order based upon a complaint charging a violation of section 5 of the Federal Trade Commission Act¹ and which challenged the legality of distribution of tires, batteries, and automobile accessories (TBA) to service stations under a sales commission agreement between petitioners.²

[fol. 3283] Goodyear is an Ohio corporation engaged in the manufacture, sale, and distribution of rubber products, in-

¹ Federal Trade Commission Act § 5(a) (1), 66 Stat. 632 (1952), 15 U.S.C. § 45(a) (1) (1958), reads as follows:

Unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce are declared unlawful.

cluding tires and inner tubes. It is the largest manufacturer of these products in the United States.

Atlantic, a Pennsylvania corporation, is a major producer, refiner, and distributor of gasoline and other petroleum products. It markets its products in seventeen states along the eastern seaboard.

The complaint issued by the Commission alleged that Atlantic produces and sells petroleum in commerce to wholesale distributors, automobile service stations, and others; that the distributors and retailers, ostensibly independent, nevertheless, are under the domination and control of Atlantic; that Goodyear and Atlantic entered into a sales commission contract whereby Atlantic agreed to promote the sale of Goodyear products, that is, tires, batteries, and accessories (TBA), to Atlantic's distributors and service station dealers located in a part of Atlantic's sales territory; that Atlantic had a similar contract with Firestone Tire & Rubber Company for the balance of Atlantic's territory; and that Goodyear had similar contracts with a number of other oil companies which, like Atlantic, dominate and control their distributors and service station dealers. The complaint further alleged that Atlantic is paid a sales commission by Goodyear and Firestone on their products which are sold by Atlantic's distributors and service station dealers. The complaint charged that by the use of the sales commission agreement and the practices of the two companies thereunder, Atlantic and Goodyear have restrained competition in the sale of TBA, and committed unfair acts and practices proscribed by section 5 of the Federal Trade Commission Act.

The hearing examiner dismissed the complaint against Goodyear, upholding the legality of the sales commission contract, but found that Atlantic had violated section 5 of the act by forcing a substantial number of its dealers to purchase Goodyear TBA. The examiner's order against Atlantic prohibited future actions of coercion.

Both Atlantic and general counsel for the Commission appealed from the examiner's ruling. The Commission sustained the examiner's finding that Atlantic had coerced its dealers to purchase sponsored TBA but held that the co-

ercion was symptomatic of a more fundamental restraint of trade, inherent in the sales commission plan itself. The [fol. 3284] Commission said that the principal issue raised by the complaint was the legality of the Goodyear-Atlantic contract. It noted, however, that Atlantic had a similar agreement with Firestone and that Goodyear had like agreements with a number of oil companies other than Atlantic.

The Commission determined that the sales commission method of marketing TBA is "a classic example of the use of economic power in one market (here, gasoline distribution) to destroy competition in another market (TBA distribution)." It found that Atlantic, which sells gasoline, has used its economic power over its dealers to cause them to carry substantial amounts of a different product, TBA; also, that the effects of the sales commission system are anticompetitive at the manufacturing, wholesale, and retail levels. It found that Goodyear's manufacturing competitors have been substantially precluded from selling TBA to the Atlantic service stations assigned to Goodyear; that wholesalers of TBA have also been substantially precluded from selling to Atlantic's service stations; that Goodyear wholesalers who are not supply points have been similarly restricted; and that Atlantic service station dealers have been restrained in marketing nonsponsored TBA. Finally, the Commission found that the public has suffered because lack of competition among the service stations' suppliers of TBA has precluded the possibility of price reductions to the consumer.

The Commission based these conclusions on the components of the sales commission system which include advance notice to Goodyear and Firestone of the selection of new dealers by Atlantic, training schools for Atlantic dealers in which Goodyear and Firestone TBA are used in demonstrations, sales solicitation by Atlantic salesmen of sponsored TBA from dealers, double teaming, use of a reporting technique whereby the tire company reports to Atlantic the TBA purchases of each dealer, Atlantic's recommendation to each dealer of a minimum Goodyear or Firestone TBA inventory, and Atlantic's assistance in ad-

vertising, and providing credit card facilities for the sale of sponsored TBA.

Upon finding the sales commission system an unfair method of competition, the Commission revised and expanded the examiner's order. The order of the Commission not only prohibits Atlantic from coercing its distributors and dealers to purchase a particular brand of TBA [fol. 3285] but also forbids its participation in any sales commission arrangement for the distribution of TBA. Further, the order prohibits Goodyear's participation in any sales commission arrangement with Atlantic or any other oil company for marketing its TBA.

Upon a consideration of the record as a whole, we conclude there was substantial evidence to support the Commission's ultimate findings and conclusions and that its order should be affirmed in all respects.

To narrate all relevant facts would extend our discussion unduly; we undertake a summary.

Atlantic's Operations.

Atlantic has three major kinds of customers: wholesale distributors, retailers, and commercial accounts; the last class was not involved in the administrative proceeding.

Wholesale distributors maintain their own storage facilities and resell Atlantic's products under its brand names to their retail customers, including service stations. In 1956 there were 236 Atlantic distributors selling to 2,897 service stations.

Retail dealers who purchase directly from Atlantic are of two classes: lessee-dealers, that is, service station operators who do not own their stations; and contract dealers, station operators who own their stations or lease from parties other than Atlantic, or operate garages, grocery stores, and similar establishments. The company had 5,537 direct retail dealers in 1956. Lessee-dealers accounted for approximately thirty-nine per cent of Atlantic's total gasoline sales in 1955 and the contract dealers eighteen per cent.

The usual lease between Atlantic and its lessee-dealers provides for a one year term with automatic renewal from year to year unless written notice is given before the ex-

piration of any term. When the lease is executed the dealer is required to sign an "Eleven Point Lease Letter" which prescribes operational standards for the service station. These include housekeeping, use and upkeep, display, illumination, personnel, hours of operation, services, adequate inventory, sales promotion, prices, and accounting. The standards are enforced by Atlantic through the surveillance of its sales personnel and so-called "phantom customer inspectors."

The Commission found that the eleven point letter is an [fol. 3286] integral part of the lease; that Atlantic at its option may terminate the lease in the event of its breach; and farther, if a dealer violates any of the requirements of the letter, he is warned that the lease will be cancelled unless the noncompliance is remedied within fifteen days.

Atlantic adopted a policy in 1953 providing that any lessee-dealer who establishes a two year record of satisfactory operation is eligible for a three year lease. Moreover, Atlantic after 1953 no longer required its dealers to purchase Atlantic products except lubricants. The record shows, however, Atlantic's dealers handle its products exclusively.

In 1956 fifty per cent of the 3,044 Atlantic contract dealers operated service stations; the others operated grocery stores, garages, and similar outlets (outlets other than service stations ordinarily do not handle TBA).

Although contract dealers do not lease their stations from Atlantic, they usually enter into two kinds of agreements with the company, one providing for loans of station equipment and the other for the purchase of a minimum amount of gasoline. The loan agreements for equipment provide that Atlantic will install but the dealer must maintain the equipment (gasoline pumps, storage tanks, signs, compressors, etc.). The agreements ordinarily are for a one year term but may be terminated by notice of either party at the end of the original or any subsequent term. Atlantic may repossess its equipment upon termination of the contract; however, if the agreement is cancelled because of a breach by the dealer, Atlantic requires him to pay both the cost of installation and removal of the

equipment or Atlantic has the option to leave the equipment and require him to pay for it.

Atlantic makes the same type of contract with its wholesale distributors for the purchase of gasoline as required of its contract dealers. The company, moreover, reserves the right to change the service stations' source of supply from Atlantic itself to its distributors.

Goodyear's Operations.

Goodyear has tire factories in five states. It also has fifty-seven warehouses from which its tires and the accessories it markets are distributed to wholesale and retail outlets. The batteries which Goodyear sells are distributed directly by the companies manufacturing them.

[fol. 3287] Goodyear operates approximately 500 company owned wholesale-retail stores throughout the United States. It also has more than 12,000 independent franchised dealers as well as a number of unfranchised dealers; both sell at wholesale and retail.

TBA.

TBA is an integral part of service station operations. Dealers must carry it in order to give complete service to motorists and to operate their stations at a profit. There are a large number of TBA items available to dealers; and there are constant changes and production developments in TBA of which the dealers must be trained and kept informed. Every major oil company offers some kind of TBA program to give training and advice to its service station dealers.

Atlantic's Purchase-Resale Plan.

For a number of years before Atlantic entered into sales commission contracts with Goodyear and Firestone, it merchandised TBA under a plan known as "purchase-resale."

Under this plan the oil company sells to its dealers at wholesale TBA products which it has purchased and warehoused. The products are merchandised either under the labels of various manufacturers or under the oil company's own labels. Atlantic under its purchase-resale plan bought

Lee tires from the Lee Tire and Rubber Corporation, Exide batteries from the Electric Storage Battery Company, and various accessories from other suppliers, and sold these products to its wholesale distributors and retail dealers. Between 1948 and 1950 Atlantic's sales of TBA to its distributors and dealers amounted to \$22,000,000.

Atlantic became increasingly dissatisfied with the purchase-resale plan. It asserts that outside of the Philadelphia area the ready availability of Lee tires diminished and it could not give good delivery on batteries or keep them properly charged. It asserts further, that its warehouses were unsuited for handling accessories, and it was difficult to maintain an adequate supply of TBA to meet the demands of its dealers.

In 1948 and 1949 Atlantic conducted a survey of its dealers to determine their preferences of brands, sources of supply, and other aspects of TBA marketing. Sixty-[fol. 3288] seven per cent of the dealers interviewed preferred Lee tires and seventy-nine per cent preferred Exide batteries over competing brands. Only eleven per cent preferred carrying Goodyear tires and four per cent Firestone. A majority preferred to purchase their TBA from more than one source because of price advantage and variety of brands. Nevertheless, Atlantic, after conducting experiments under sales commission arrangements with both Firestone and Goodyear, entered into sales commission contracts with these companies, effective March 1, 1951, covering its entire marketing area and assigning a portion of its sales territory to each company.

While negotiating the Goodyear and Firestone contracts, Atlantic asked certain battery manufacturers whether they would offer a program similar to that of Goodyear or Firestone. Several manufacturers indicated an interest. However, both Goodyear and Firestone said they would refuse to sell only tires under the sales commission plan and insisted that they be allowed to handle batteries and accessories as well as their own products.

In order to effect the transition to the new plan, Atlantic held numerous meetings with its dealers at which its own representatives and those of Goodyear or Firestone ex-

plained the new program. The dealers were told that the plan was a change in company policy; that Atlantic wanted them to carry Goodyear or Firestone TBA rather than Lee tires and Exide batteries and that the switch would be to the dealers' benefit. Letters were also sent to the dealers advising them of the availability of the new TBA program and urging them to take advantage of it. A Goodyear representative commented on the arrangement with Atlantic, "After years of courtship Atlantic and Goodyear have wed," and "We welcome wholeheartedly this merger."

To commence the plan, Atlantic gave Goodyear and Firestone the names of its dealers in their respective territories so that their advertising could be installed at the service stations. Under Atlantic's policy this meant that only Goodyear or Firestone identifications were to be displayed at Atlantic stations. Atlantic salesmen accompanied either by Goodyear or Firestone salesmen contacted the dealers concerning the change-over to sponsored TBA, and Atlantic received progress reports from Goodyear and Firestone. [fol. 3289] The reports included the names of dealers who refused to permit the installation of Goodyear or Firestone signs.

Within nine months after the sales commission system was inaugurated, Lee and Exide lost seventy-five per cent of their Atlantic sales notwithstanding the dealers' previous indication of a preference for these products. By October, 1951 ninety-seven per cent of Atlantic's New England region dealers and ninety-six per cent of its New York region dealers had signed with Goodyear. Firestone also signed virtually all the Atlantic dealers in its territory.

The Sales Commission System.

The sales commission contract between Goodyear and Atlantic and the contract between Firestone and Atlantic are similar. Under the contracts, Atlantic assigned to Goodyear its New England, New York, and Philadelphia-New Jersey marketing regions and to Firestone its eastern Pennsylvania, western Pennsylvania, and southern regions.

By the terms of the Goodyear contract, Atlantic receives a commission on all Goodyear TBA sold to Atlantic dealers in the territory assigned to Goodyear in return for Atlantic's efforts and cooperation in promoting the sale of Goodyear TBA to those dealers. Atlantic's contractual assistance to Goodyear includes continuous efforts, suggestions, and counseling its dealers that they maintain adequate Goodyear stock, joint calls with Goodyear salesmen upon the dealers, and the institution of a dealer TBA training program.

pe An important part of the Goodyear contract is the assignment of each Atlantic dealer to a specific supply point designated by the tire company. The supply point is a TBA wholesaler who may be a Goodyear company operated store, a franchised Goodyear dealer, or an Atlantic service station dealer or distributor who at the same time is a franchised Goodyear wholesaler. Atlantic receives ten per cent commission² on all purchases of Goodyear TBA made by its retail dealers from the tire company's supply points and seven and one-half per cent on purchases by Atlantic's wholesale distributors.

When Atlantic selects a new retail dealer, at least three [fol. 3290] separate interviews are held with the applicant at which the sales commission program with Goodyear is explained. The dealer is told that most Atlantic stations in the Goodyear territory are identified "Goodyear" and that it would be to his advantage to carry that company's products. When an applicant is selected but before he is given a lease, he attends an Atlantic training school where extensive discussions and demonstrations of Goodyear TBA are conducted. Atlantic's sponsorship of Goodyear TBA is explained. The prospective dealer is told what Goodyear inventory he should carry and that he should use approved Goodyear signs, decals, and advertising mats. Goodyear is advised of the opening of the applicant's station, and the new dealer is informed of the Goodyear supply point to which he has been assigned.

² Although termed a sales commission contract, the payments to Atlantic are not commissions on sales made by it but are override payments on sales made by Goodyear supply points to Atlantic's dealers.

Atlantic establishes TBA quotas for its dealers which are considered "an agreed upon obtainable objective." Goodyear reports to Atlantic the monthly purchases of its products by each Atlantic dealer. This procedure enables the oil company to check on the dealers' progress in selling sponsored TBA and also serves as an accounting method for ascertaining the sales upon which Goodyear pays Atlantic its commission.

Atlantic salesmen police the dealers' contractual obligations with the oil company by contacting the dealers regularly. It is the salesman who makes the initial recommendation whether a dealer's lease or contract is to be renewed. Atlantic salesmen not only promote the sale of their own company's products but also Goodyear TBA; they help plan sponsored TBA promotions, they write up TBA orders, and they check the dealer's books to ascertain whether nonsponsored TBA has been purchased.

Under the sales commission system, the dealers are visited regularly by a Goodyear salesman accompanied by an Atlantic salesman. Goodyear considers "double teaming" an effective means of selling its TBA. This duality of sales effort is continued at dealer meetings by the presence of representatives of the tire company and the oil company.

Atlantic reserves control over the advertising and identification that may be displayed at its service stations. Its policy is that only sponsored TBA identification should be displayed. Moreover, Atlantic credit cards include TBA. From 1951 to 1953 the credit card facility was limited in Goodyear territory to Goodyear TBA.

[fol. 3291] The Supreme Court in *F.T.C. v. Cement Institute*, 333 U. S. 683, 693 (1948), indicated that the Federal Trade Commission Act grants "the Commission and the courts . . . adequate powers to hit at every trade practice then existing or thereafter contained, which restrained competition or might lead to such restraint if not stopped in its incipient stages." The Commission has a latitude of flexibility within which it can restrain any new unfair method of competition "which the ingenuity of competitors may devise."

³ S. Rep. No. 597, 63d Cong., 2d Sess. 13 (1914).

Unfair methods of competition proscribed by section 5 of the Federal Trade Commission Act cannot be classified rigidly into categories of business methods that stifle competition. Labeling at times is more harmful than helpful in formulating conceptions that correspond with reality.

Although petitioners contest the view of the general counsel that the Commission grounded its order on the existence of an illegal tying arrangement, the Commission found that the sales commission system is, *in effect*, such an arrangement. It went on to explain, however, that because of the peculiar features of the system, it did not rest its decision on a "mechanical application of the rule of the *Northern Pacific* and *Osborn* cases."⁴ The Commission said:

The issue here is the legality of respondents' use of a *particular method* of distributing TBA products. Atlantic has sufficient economic power with respect to its wholesale and retail petroleum distributors to cause them to purchase substantial quantities of sponsored TBA even without the use of overt coercive tactics or of written or oral tying agreements, and this power is a fact existing independently of the particular method of distributing or sponsoring TBA used by Atlantic. Determination of illegality in this context requires an evaluation of competitive effects resulting from the sales commission method of distributing TBA used by these respondents.

The heart of this case is the economic power Atlantic possesses over its service station dealers. Ostensibly, they [fol. 3292] are independent businessmen; but behind the legalistic facade of independence, there exists a servitude caused by the coercive pressures which Atlantic exerts upon its dealers. The keystone of the actual relationship between Atlantic and its dealers is the lease and the equipment loan contract with their short term and cancellation provisions. Without repeating all the components of the relationship, it is evident that the service station dealer is more of an,

⁴ *Northern Pac. Ry. v. United States*, 356 U. S. 1 (1958); *Osborn v. Sinclair Refining Co.*, 286 F. 2d 832 (4th Cir. 1960).

economic serf than a businessman free to purchase the TBA of his choice. We believe the Commission, in evaluating the evidence, correctly found that if a dealer wishes to continue in good standing with the company and retain his lease or contract, it is advantageous that he carry sponsored TBA.

On the issue of coercion the examiner said:

It is clear from the record in this proceeding that the Atlantic dealers did not consider the nonforcing letter as giving to them free and unhampered authority and the blessing of Atlantic to handle whatever TBA they might see fit. Both the dealers and the Atlantic salesmen accepted this letter for what it said; namely, that the dealer at the time of the change-over and prospective dealers thereafter had the right to select or reject the TBA sales program offered by Atlantic. The prospective dealer making application for an Atlantic station would not likely reject offhand the program submitted by Atlantic, and such rejection could very well affect his selection as an Atlantic dealer. After a dealer selected a TBA program, the Atlantic salesman insisted, and saw to it, that the dealer hewed to the line, insofar as the more important items of TBA were concerned. The salesman would be expected to insist upon the purchase of sponsored TBA, as such purchases were reflected in the commission which the salesman received.

He concluded that "coercion and pressure were used [by Atlantic] on a substantial number of dealers to induce them to purchase sponsored TBA and to discontinue the purchase or display of nonsponsored items."

The Commission affirmed the examiner's finding of coercion. It said that although the proclaimed policy of Atlantic has been to permit its dealers to carry whatever TBA they choose, the policy in practice is ignored and the dealers [fol. 3293] "have been orally advised by sales officials of the oil company that their continued status as Atlantic dealers and lessees will be in jeopardy if they do not purchase sufficient quantities of sponsored TBA."

The Commission referred in particular to witnesses representing suppliers competing with Goodyear and Firestone who testified that the dealers responded negatively to their sales efforts because the dealers felt they were required to purchase sponsored TBA. There was evidence that if the dealers purchased nonsponsored TBA, they were told by Atlantic to return it or, in any event, not to display it. There was also testimony that leases had been cancelled or allowed to terminate because dealers had purchased nonsponsored TBA.

Atlantic contends that the finding of coercion is not supported by substantial evidence. It says that the finding rests on the testimony of only thirteen dealers out of more than five thousand; that these isolated instances of "unauthorized" coercion are insufficient to establish a violation of Atlantic's "free choice policy." We disagree. The evidence relating to overt coercive tactics, although not extensive, must be considered with the testimony of the witnesses representing competing suppliers to the effect that the dealers felt that if they did not carry sponsored TBA they risked reprisal. Also to be considered are the policing tactics of Atlantic's salesmen and the surveillance by the so-called phantom customer inspectors. Moreover, it should be noted that the examiner, in considering the testimony of the dealers who testified for Atlantic, recognized that these witnesses "were under considerable pressure because they were naturally interested in not jeopardizing the renewal of their leases."

Atlantic's contention that sporadic reprisals against dealers are an insufficient basis for finding coercion is answered in *United States v. Loew's Inc.*, 371 U. S. 38, 50 (1962). There, the Court said:

Appellants . . . make the . . . argument that each of them was found to have entered into such a small number of illegal contracts as to make it improper to enter injunctive relief. . . . We disagree. Illegality having been properly found, appellants cannot now complain that its incidence was too scattered to warrant injunctive relief.

[fol. 3294] Atlantic's power to cause its dealers to carry either Goodyear or Firestone TBA does not depend upon overt coercive methods. The totality of facts surrounding the relationship between the oil company and the dealers points to one conclusion: the oil company is able to exert sufficient economic power over its dealers so that for all practical purposes they are required to carry sponsored TBA.

Atlantic says that its influence over its dealers to purchase sponsored TBA short of force, threat, or intimidation is lawful; that it may recommend high quality TBA to its dealers; and that such action serves a legitimate business purpose in the promotion of the sale of gasoline. This would be a persuasive argument except for the dealers' economic dependency upon the oil company. In that setting, recommendation is tantamount to command. Covert practices are as efficient as overt action. Sophisticated methods of pressuring the dealers into carrying sponsored TBA are as effectual as express covenants and open threats.

Osborn v. Sinclair Refining Co., 286 F. 2d 832 (4th Cir. 1960), although a private suit under the antitrust laws, dealt with a sales commission contract similar to the one before us. Osborn, a dealer, charged that his lease was cancelled because he had not purchased sufficient quantities of Goodyear TBA. The court of appeals held that an illegal "arrangement or condition," a tie-in, existed between the oil company and its dealers which permitted the plaintiff to recover. Although the court was not specifically concerned with the legality of the Goodyear-Sinclair sales commission contract, it held that, "the Goodyear TBA was tied to the lease and the sale of the gasoline." Chief Judge Sobeloff characterized the arrangement thus:

The perniciousness of the imposed tie-in is aggravated by the fact that the defendant [Sinclair] is not even in the business of selling the tied products, but is employing its economic power in the gasoline industry to force his dealers to do business with a supplier in another industry under an arrangement that yields the defendant an extraneous revenue. The defendant in this case goes a step further than the supplier in the

usual tie-in case, for here the tied product is not even handled or sold by the defendant, but it farms out to another, for a price, its coercive economic power.

[fol. 3295] We think this an apt characterization of the Goodyear-Atlantic sales commission system.

It is true that Goodyear's contract with Atlantic in itself has no tying features. Only when the contract is considered contextually with the oil company-dealer relationship and the economic power that Atlantic has over its dealers does its tying feature emerge. Manifestly, the system was designed to exploit Atlantic's created and controlled service station market. The Commission properly, we think, decided that the system integrates Atlantic's economic power over its service station market into the Goodyear TBA distribution system, thus giving Goodyear, for a price, a captive market.

As pointed out in *McElhenney Co. v. Western Auto Supply Co.*, 269 F. 2d 332 (4th Cir. 1959), an illegal understanding (such as a tying arrangement) may be implied from a course of dealing between the parties. Here, the tying arrangement is the sales commission system operated by Goodyear and Atlantic. In its narrower aspects the system is a tying arrangement because it requires the buyer of one product, the service station dealer who purchases Atlantic gasoline, to buy another line of merchandise, Goodyear TBA. Surrender by the dealer of his freedom to choose between brands of TBA is *per se* illegal if a "not insubstantial" amount of interstate commerce is affected. *Northern Pac. Ry. v. United States*, 356 U. S. 1 (1958); *International Salt Co. v. United States*, 332 U. S. 392 (1947).

Appraising the broader aspects of the system as a tying arrangement, we think the Commission correctly determined that the system injures competition in the distribution of TBA at the manufacturing, wholesale, and retail levels. Interbrand competition for the Atlantic service station TBA market is foreclosed to Firestone in Goodyear's territory and Goodyear is foreclosed from selling to the service stations in Firestone's territory. Moreover, the record substantiates the Commission's finding that suppliers

of TBA competing with Goodyear and Firestone are substantially foreclosed from selling their products to Atlantic dealers. Atlantic's service station market is fenced off so as to make it unavailable to both manufacturers and wholesalers of competing brands.

Intrabrand competition is perniciously affected. Restraint results inevitably from the designation of a single [fol. 3296] supply point for TBA sales to the Atlantic dealer. Other Goodyear wholesalers cannot compete with the supply point dealer for the business of the Atlantic service stations in his territory.

We are convinced that the Commission correctly analyzed the sales commission system and found, in effect, a tying arrangement inherently anticompetitive. It is anticompetitive largely because competition for the business of the individual service station is replaced by competition for the oil company's domination of its dealers.

The Commission found that service stations constitute a large and necessary market for TBA and evaluated the Goodyear-Atlantic sales commission system in relation to Atlantic's seventeen-state service station TBA market. Atlantic has nearly seven thousand service stations in this territory. As of 1955 Goodyear had signed TBA contracts with 2,183 of the 2,248 Atlantic service stations in the eight-state territory assigned it. As of 1955 Firestone had signed virtually all the 4,698 Atlantic stations in the ten-state area assigned it. Goodyear's TBA sales to Atlantic dealers rose from approximately two and one-half million dollars in 1951 to more than five and one-half million dollars in 1955. Firestone's sales to Atlantic dealers increased from \$3,243,330 in 1951 to \$5,562,936 in 1955. Total Goodyear and Firestone sales under the Atlantic contracts from June, 1950 to June, 1956 was more than \$52,000,000. Atlantic's stations constitute 3.4 per cent of the total number of service stations in the United States and it sells 2.5 per cent of the gasoline sold in the nation.

⁵ Of the 1,155 independent Goodyear dealers in Atlantic's marketing area, only 128 were acting as supply points for Atlantic service stations.

We believe the foregoing facts adequately demonstrate that a substantial amount of commerce has been affected by Atlantic's contracts with Goodyear and Firestone. These facts also demonstrate that Atlantic has sufficient economic power in the gasoline market to restrain a substantial amount of commerce in the service station TBA market within the territory serviced by Atlantic. Therefore, the Goodyear-Atlantic sales commission system is within the "substantiality of economic effect on commerce" test defined in *Northern Pac. Ry. v. United States, supra*, and *Standard Oil Co. v. United States*, 337 U. S. 293 (1949). Cf. *Osborn v. Sinclair Refining Co., supra*.

[fol. 3297] Goodyear contends that the provision in the Commission's order prohibiting it from entering into sales commission contracts with any oil company is not supported by substantial evidence. Atlantic makes a similar contention that the order is too broad because it prohibits the oil company's participation in a sales commission arrangement with any TBA supplier.

We think the Supreme Court answered petitioners' contentions in *F.T.C. v. Ruberoid Co.*, 343 U. S. 470, 473 (1952), when it said:

Orders of the Federal Trade Commission are not intended to impose criminal punishment or exact compensatory damages for past acts, but to prevent illegal practices in the future. In carrying out this function the Commission is not limited to prohibiting the illegal practice in the precise form in which it is found to have existed in the past. If the Commission is to attain the objectives Congress envisioned, it cannot be required to confine its road block to the narrow lane the transgressor has traveled; it must be allowed effectively to close all roads to the prohibited goal, so that its order may not be by-passed with impunity.

Petitioners' contention that the Commission's findings are inadequate and do not meet the requirements of section 8 of the Administrative Procedure Act, 5 U.S.C. § 1007(b), is without merit.

Moreover, we are not persuaded by Atlantic's contention that the hearing examiner, in making his decision, considered evidence outside the record since he heard a similar complaint filed against Firestone and Shell Oil Company; nor are we persuaded by Goodyear's contention that the finding of the violation against it is based on evidence admitted against Atlantic but struck as to Goodyear. While the examiner received evidence concerning both the Firestone-Atlantic and the Firestone-Shell sales commission contracts, we are satisfied that the findings of both the examiner and the Commission were based on proper and sufficient evidence and that there was no denial of procedural due process.

The Commission's order is affirmed and will be enforced.

[fol. 3298]

IN THE UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

Before Hon. Elmer J. Schnackenberg, Circuit Judge,
Hon. Latham Castle, Circuit Judge, Hon. Luther M. Swygert, Circuit Judge.

Petitions for review of an order of the Federal Trade Commission.

Nos. 13339, 13340

THE GOODYEAR TIRE & RUBBER COMPANY, THE ATLANTIC
REFINING COMPANY, Petitioners,

vs.

FEDERAL TRADE COMMISSION, Respondent.

JUDGMENT—April 24, 1964

This cause came on to be heard on the petitions for review of an order of the Federal Trade Commission and the transcript of the record from the Federal Trade Commission, and was argued by counsel.

On consideration whereof, it is ordered by this Court that the order entered in this cause by the Federal Trade Commission on March 9, 1961, be, and the same is hereby Affirmed, and the order will be enforced, in accordance with the opinion of this Court filed this day. Upon presentation an appropriate decree will be entered.

[fol. 3299]

IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT
No. 13340

THE ATLANTIC REFINING COMPANY, Petitioner,

v.

FEDERAL TRADE COMMISSION, Respondent.

FINAL DECREE AFFIRMING AND ENFORCING ORDER TO
CEASE AND DESIST—May 20, 1964

The Atlantic Refining Company, a corporation, petitioner herein, having filed in this Court on May 10, 1961, a petition to review and set aside an order to cease and desist issued against it on March 9, 1961, by the Federal Trade Commission, respondent herein, in a proceeding before it entitled "In the Matter of The Goodyear Tire & Rubber Company, a corporation, and The Atlantic Refining Company, a corporation, Docket No. 6486;" and a copy of said petition having been served upon respondent; and the respondent having thereafter certified and filed in this Court a transcript of the entire record in said proceeding; and the matter having been heard by this Court on briefs and oral argument on January 9, 1964, and this Court having [fol. 3300] rendered its decision on April 24, 1964:

Now, Therefore, It Is Hereby Ordered, Adjudged and Decreed that the prayer of the aforesaid petition to set

aside the order of the Federal Trade Commission as to the petitioner herein be, and it hereby is, denied;

It Is Further Ordered, Adjudged and Decreed that the order to cease and desist of the Federal Trade Commission be, and it hereby is, affirmed, and that petitioner be, and it hereby is, commanded forthwith to obey said order and to comply therewith.

By the Court.

Elmer J. Schnackenberg, Circuit Judge, Latham
Castle, Circuit Judge, Luther M. Swygert, Circuit
Judge.

Entered: May 20, 1964.

[File endorsement omitted]

[fol. 3301] Clerk's Certificate to foregoing transcript
(omitted in printing).

[fol. 3302]

SUPREME COURT OF THE UNITED STATES

No. 292—October Term, 1964

THE ATLANTIC REFINING COMPANY, Petitioner,

v.

FEDERAL TRADE COMMISSION.

ORDER ALLOWING CERTIORARI—December 14, 1964

The petition herein for a writ of certiorari to the United States Court of Appeals for the Seventh Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.